

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Indianapolis, Indiana, Office of Public Health and Safety** (hereinafter referred to as “City”) and **Boys & Girls Clubs of Indianapolis** (hereinafter referred to as “Grantee”), is executed to govern City’s award of 2021 grant funds for the Community-Based Violence Prevention Program to Grantee, pursuant to the terms and conditions set forth herein.

SECTION I. INTERPRETATION AND INTENT

- 1.01 The “Agreement,” as referred to herein, shall mean this Agreement executed by City and Grantee, and shall include these Terms and Conditions, any Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between City and Grantee, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Grantee. No conflicting statements, promises, or agreements, in writing or verbal, have been made by City or Grantee which in any way modify, vary, alter, enlarge, or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only by means of a writing signed by both City and Grantee.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Grantee or other rights or obligations of City or Grantee, the document or provision thereof expressing the greater quantity, quality, or scope of service or imposing the greater obligation upon Grantee and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, whether made by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.06 Where the term “Revised Code” is used, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana, which ordinances are collectively and formally known as the “Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana.”

SECTION II. DUTIES OF GRANTEE

- 2.01 Grantee shall perform the work and services described in the “2021 Program Description and Budget” attached hereto as Attachment A and fully incorporated into this Agreement. Grantee shall further be responsible for ensuring that all partner entities perform the work

and services specified for their respective entities in Attachment A.

- 2.02 Grantee shall collect and maintain accurate, quantitative records of the services performed throughout the Term of this Agreement, in accordance with the “2021 Records-Keeping and Metrics Plan” attached hereto as Attachment B and fully incorporated into this Agreement. If, at any point during the Term of this Agreement, Grantee becomes aware that it will be unable to collect and maintain records in accordance with Attachment B, it must promptly notify City in writing and submit a replacement records-keeping and metrics plan. Such replacement to Attachment B will become effective only with City’s approval.
- 2.03 Grantee’s records of services performed pursuant to Attachments A and B are subject to inspection or review by City at any time, at City’s written request. Grantee shall make its offices, and other places where services are performed, available for site visit by City’s representatives at any time, after receiving reasonable notice from City.
- 2.04 Grantee shall submit quarterly written reports to City containing (1) a narrative description of the services performed in the previous quarter, and (2) a statement of Grantee’s progress toward the quantitative metrics established in Attachment B. Prior to the due date of the first quarterly report, City shall provide Grantee further details regarding the timing and required contents of Grantee’s quarterly reports.
- 2.05 City may conduct a mid-year review process that may include examination of Grantee’s quarterly reports, inspection of Grantee’s books and records, and site visits to Grantee and all partner entities. If, as a result of the mid-year review process, City determines that Grantee has failed to fulfill its responsibilities in accordance with Attachments A or B, or has failed to fulfill the requirements of Paragraphs 2.01 through 2.04 of this Agreement, City shall provide Grantee written notice of the deficiency of its performance and permit Grantee a reasonable period of at least 10 days for written response.
- 2.06 If Grantee fails to fulfill its responsibilities in accordance with Attachments A or B fails to fulfill the requirements of Paragraphs 2.01 through 2.05 of this Agreement, and if Grantee fails to justify its failure to perform after being granted an opportunity for written response pursuant to Paragraph 2.05, Grantee shall be in material breach of the Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement (the “Term”) shall begin on October 1, 2021 and shall end on September 30, 2022, unless the Agreement is terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.01 Grantee proposes to furnish all labor, materials, and supplies necessary to complete the services required to be performed. In exchange, Grantee shall be compensated in the

amount of **one hundred thousand dollars (\$100,000.00)**.

- 4.02 Grantee is being paid in advance for the services being performed as described herein, in two stages: a first payment of fifty thousand dollars (\$50,000.00) to be made within 30 days after execution of this Agreement is completed, and a second payment of fifty thousand dollars (\$50,000.00) to be made within 30 days of the completion of the mid-year review process.
- 4.03 Grantee agrees that if it fails to perform the services described in Section II of the Agreement and Attachments A and B, upon receipt of written notice from the City, it shall promptly refund the consideration paid, pro-rata through the date of non-performance in accordance with the termination provisions set forth in Paragraph 5.08 of this Agreement. Grantee acknowledges that if it fails to perform the services described in Section II of the Agreement and Attachments A and B, City may, after following the procedures set forth in Paragraph 2.05, withhold all or a portion of the second payment as a consequence of Grantee's material breach of the Agreement. City's withholding of all or a portion of the second payment shall be in addition to City's other remedies for breach as set forth in Paragraph 5.08.

SECTION V. GENERAL PROVISIONS

- 5.01 Grantee not employee or agent of City. The parties agree that Grantee is receiving a contract in the form of a grant as that term is commonly used and is not an employee or agent of the Consolidated City of Indianapolis and/or Marion County. As such, Grantee is solely responsible for all taxes and none shall be withheld from the sums paid to Grantee. Grantee acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Grantee has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.02.1 Approval required. The parties agree that Grantee shall not subcontract, assign, or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment, or delegation, Grantee shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are sublet, assigned, or delegated. City shall have no obligation whatsoever toward such persons. Grantee shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Grantee of any responsibility for performing under this Agreement.
- 5.02.2 Prompt Payment Required. Grantee shall pay any subcontractors and/or suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers and Grantee shall provide such

documentation within fourteen (14) days of such request.

5.02.3 Minority, Women's, Veteran's, or Disability-Owned Business Enterprise Participation. To the extent Grantee uses subcontractors or other agents in the performance of services under this Agreement, Grantee shall either:

- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Grantee shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disability-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County.

Failure of Grantee to comply with this section shall constitute a material breach of this Agreement.

5.03 Necessary Documentation. Grantee certifies that it will furnish City, if reasonably requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or regulations of the City of Indianapolis, the County of Marion, other local government units, the State of Indiana, or the United States. Grantee further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the Agreement Term. Grantee's failure to comply with this paragraph constitutes a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Each party understands that the information provided to it or obtained from the other party during the performance of the services is confidential and may not, without prior written consent of the disclosing party, be disclosed to a person not in the disclosing party's employ except to its employees or agents who have a need to know. Except as otherwise set forth in the Scope of Services, Grantee's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section

shall be considered a material breach of this Agreement. Confidential information shall not include information that: (a) was known by the receiving party at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain other than through breach of this Agreement; (c) is made known to the receiving party by a third person who does not impose any obligation of confidence on such party with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon the receiving party shall provide notice to the disclosing party prior to such disclosure; or (e) is independently developed by the receiving party without references to the confidential information.

5.04.2 Neither party shall, under any circumstances, release information provided to it by, or on behalf of, the other party that is required to be kept confidential by the disclosing party pursuant to applicable law, except as contemplated by Section 5.04.1(d), above.

5.04.3 Grantee acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 Records; Audit. Grantee shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Grantee shall make such materials available during the Agreement period and for three (3) years from the date of final payment under this Agreement. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Trademarks and Ownership of Works.

5.06.1 “Works” means works of authorship fixed in any tangible medium of expression by Grantee or its officers, employees, agents, or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.06.2 All Works made or created by Grantee, either solely or jointly with City, in the course of Grantee’s performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City’s request, Grantee will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Grantee shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this

Agreement, Grantee shall be responsible for loss or damage to the Works while they are in Grantee's possession or control. Any loss or damage shall be restored at Grantee's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Grantee shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.06.3 Grantee shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Grantee prior to or acquired by Grantee during the performance of this Agreement. Grantee also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Grantee prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a list of such Pre-Existing Works, if applicable, is attached to this Agreement.

5.07 Insurance. Grantee shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Grantee's operations under this Agreement, whether such operations be by Grantee or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- (a) Claims under Workers' Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- (b) Claims for damages because of bodily injury and personal injury, including death; and
- (c) Claims for damages to property.

Grantee's insurance shall not be less than the amounts shown below:

- (a) Commercial General Liability (Occurrence Basis) – bodily injury, personal injury, property damage, contractual liability, product/completed operations
 - Each occurrence limit: \$1,000,000.00
 - Damage to rented premises: \$100,000.00 per occurrence
 - Medical expense limit: \$5,000.00
 - Personal and advertising injury limit: \$500,000.00
 - General aggregate limit: \$2,000,000.00 (other than products completed operations). NOTE: General aggregate to apply per location
 - Products/completed operations: \$1,000,000.00
- (b) Auto Liability –
 - Combined single limit: \$1,000,000.00 (owned, hired & non-owned)
- (c) Excess/Umbrella Liability: \$1,000,000.00 (each occurrence and aggregate)

(d) Workers' Compensation and Disability: Statutory

(e) Employer's Liability –

- Bodily injury accident: \$100,000.00 per accident
- Bodily injury by disease: \$100,000.00 per employee
- Bodily injury by disease: \$500,000.00 policy limit

5.07.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to City. Upon cancellation, Grantee shall obtain a new insurance policy in accordance with Paragraph 5.07 of this Agreement and send a copy of the new policy to the City.

5.07.2 With the prior approval of City, Grantee may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Grantee shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Grantee to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

5.08.1 Termination for Cause. If Grantee becomes insolvent, or if it refuses or fails to perform the work and services required by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, including but not necessarily limited to circumstances expressly described elsewhere in this Agreement as constituting material breaches of the Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, upon providing Grantee (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. Notice of non-compliance pursuant to Paragraph 2.05 of this Agreement and an opportunity to respond in writing satisfies the notice and consultation requirement of this paragraph. In determining the amount of reimbursement to be demanded from Grantee upon such termination for cause, no amount shall be allowed for anticipated profit on unperformed services or other work. If City terminates for cause after Grantee's material breach of the Agreement, City shall be entitled to pro-rata reimbursement for services Grantee has not performed as of the date of material breach and to reimbursement for all services that have failed to comply with the material terms and conditions of the Agreement, regardless of when such non-conforming services were completed.

- 5.08.2 Termination for City's Convenience. This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Grantee is given (1) not less than thirty (30) calendar days written notice of City's intent to terminate and (2) an opportunity for consultation prior to termination. If City terminates for convenience, Grantee shall be entitled to retain the portion of the grant funds that Grantee can demonstrate have actually been expended on services performed in accordance with Attachment A as of the date of notice of termination for City's convenience.
- 5.08.3 Upon receipt of notice of termination for cause or termination for convenience, Grantee shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Grantee in performing this Agreement, whether completed or in process.
- 5.08.4 If, after City terminates for cause, it is determined that Grantee was not in default or cause did not exist to terminate the Agreement under sub-paragraph 5.08.1 above, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the grant amount provided for in this Agreement shall be made as provided in sub-paragraph 5.08.2 and such adjustment shall be Grantee's sole remedy and recovery.
- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Limitation of Liability. Except in connection with a payment obligation, an indemnification obligation or a confidentiality obligation hereunder, the aggregate amount of any liability of one party to the other for any claim(s) arising from or relating to the Agreement, shall be limited to direct provable damages and shall not exceed, in any event, the reimbursement of any amount actually paid by City to Grantee.
- 5.11 Indemnification. Grantee agrees to indemnify, defend, and hold harmless City, and its officers, agents, officials and employees for any and all third-party claims, actions, causes of action, judgments and liens to the extent they arise out of Grantee's (i) breach of any provision of this Agreement, and/or (ii) violation of applicable law. Such indemnity shall include reasonable attorneys' fees and all reasonable costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the

enumeration of any insurance coverage required herein.

- 5.12 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To the Grantee:

Boys & Girls Clubs of Indianapolis
Attn: LeeAnn Harris, Senior Director
of Club Operations
3909 N. Meridian St., Suite 100
Indianapolis, IN 46208

To the City:

Office of Public Health and Safety
Attn: Lauren Rodriguez, Director
200 E. Washington St., Suite 2141
Indianapolis, IN 46204

- 5.13 Disputes. Grantee shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Grantee and City may otherwise agree in writing. Should Grantee fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Grantee as a result of such failure to proceed shall be borne by Grantee, and Grantee shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.14 Non-discrimination. Grantee and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Violation of this section shall be regarded as a material breach of this Agreement.
- 5.15 Conflict of Interest.
- 5.15.1 Grantee certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.15.2 For purposes of compliance with IC 36-1-21, Grantee certifies and warrants to City that Grantee, or a person who wholly or partially owns Grantee, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.16 Non-contingent Fees. Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.17 Force Majeure.

5.17.1 In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17.2 The parties acknowledge the disruptions to activities of daily life caused by the COVID-19 pandemic. However, Grantee's program design has taken the conditions created by COVID-19 into account. Accordingly, the COVID-19 pandemic conditions prevailing in Indianapolis, Indiana as of October 2021 do not constitute a Force Majeure Event justifying non-performance by either party. A severe worsening of pandemic conditions related to COVID-19 during the Term of this Agreement may, however, constitute a Force Majeure Event.

5.18 Applicable Laws; Forum.

5.18.1 Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Grantee to determine whether the provisions of the Agreement require formal modification.

5.18.2 This Agreement shall be construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. The courts of Marion County, Indiana shall be the exclusive forum for any

dispute arising out of this Agreement.

- 5.19 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.20 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.21 Attorneys' Fees. Grantee shall be liable to City for any reasonable attorneys' fees incurred by City in connection with the collection of or attempt to collect, any damages arising from the negligent or wrongful act or omission of Grantee, or from Grantee's failure to fulfill any responsibilities provided for herein.
- 5.22 Successors and Assigns. City and Grantee each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Grantee shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.
- 5.23 Authority to Bind. Notwithstanding anything in this Agreement to the contrary, the signatory for each party represents that he/she has been duly authorized to execute agreements on behalf of such party and has obtained all necessary or applicable approval from its home office to make this Agreement fully binding upon the party when his/her signature is affixed and accepted by the other party.
- 5.24 Debarment and Suspension.
- 5.24.1 Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Grantee.
- 5.24.2 Grantee certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.24.3 Grantee shall provide immediate written notice to City if, at any time after entering into this Agreement, Grantee learns that its certifications were erroneous when submitted, or that Grantee is debarred, suspended, proposed for debarment,

declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Paragraph 5.08.1 of the Agreement.

5.24.4 Grantee shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. Violation of this provision shall constitute a material breach of the Agreement and entitle City to terminate for cause pursuant to Paragraph 5.08.1 of the Agreement.

5.25 Compliance With E-Verify Program. By executing this Agreement, Grantee affirms under the penalties of perjury that Grantee does not knowingly employ an unauthorized alien. Grantee further agrees that:

5.25.1 Grantee shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. Grantee is not required to participate should the E-Verify program cease to exist. Additionally, Grantee is not required to participate if Grantee is self-employed and does not employ any employees.

5.25.2 Grantee shall not knowingly employ or contract with an unauthorized alien. Grantee shall not retain an employee or contract with a person that Grantee subsequently learns is an unauthorized alien.

5.25.3 Grantee shall require its subgrantees and subcontractors, who perform work under this Contract, to certify to Grantee that the subgrantee or subcontractor does not knowingly employ or contract with an unauthorized alien and that the subgrantee or subcontractor has enrolled and is participating in the E-Verify program. Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subgrantee or subcontractor.

5.25.4 If Grantee is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach.

5.26 Key Persons. [omitted]

5.27 Post-Employment Restrictions. Grantee certifies to City that no employee, contract employee, or sub-contractor of Grantee:

5.27.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;

- 5.27.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Grantee under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Grantee in writing;
- 5.27.3 Has violated any provision of Chapter 293 of the Revised Code regarding the solicitation, negotiation, awarding, or the performance of this Agreement;
- 5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.27.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of *lobbying activity* (as that term is defined in Section 909-101 of the Revised Code) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Grantee.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Grantee from eligibility for future city or county purchasing, bids, contracts, or projects.

- 5.28 Wage Theft/Payroll Fraud. Grantee shall report, and shall require its subgrantees and/or subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Grantee, its subgrantees, or its subcontractors (as the case may be) to City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against Grantee with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

By executing this Agreement, Grantee affirms under the penalties of perjury that Grantee has not had any adverse determinations rendered against it within the preceding three (3) years.

- 5.29 Additional Information Upon Request. Grantee shall, upon request of City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.

- 5.30 Signatures. Signatures may be executed in counterparts as well as by facsimile or electronic form.

[Signature Page to Follow]



**Proposal for the City of Indianapolis' Office of Public Health & Safety
Community-Based Violence Prevention Partnership**

Boys & Girls Clubs of Indianapolis

Boys & Girls Clubs of Indianapolis (BGCI) believes that every young person deserves to live a life filled with hope and opportunity. Because we care about our young people, we provide a safe, educational, and positive atmosphere where they can prosper and reach their full potential. Since 1893, BGCI has been providing safe havens for youth ages 5-18 in the neighborhoods where they're needed most. The Clubs offer nationally recognized afterschool and summer programs at 12 Indianapolis locations, serving over 5,000 members annually. Club programs are designed to help youth overcome barriers and achieve academic success, healthy lifestyles, and good character and citizenship. Our programs are offered in the following Core Enrichment areas: Character & Leadership Development, Education & Career Development, Health & Life Skills, the Arts, and Sports & Fitness Recreation.

BGCI is requesting a one-time grant of \$100,000 in partnership with the City of Indianapolis Office of Public Health and Safety to help prevent and reduce violent crimes in our city. Through this initiative, funds will be used to support the following prevention and intervention effort: (1) Provide outreach and other engagement strategies to identify individual needs and improve access to community organizations who deliver services for the population of focus.

Program Narrative

A. Statement of Problem

The rate of violent crimes in an area is a significant indicator of public safety. According to Indianapolis Metropolitan Police Department via SAVI Community Information System, the violent crime rate for the Far Eastside neighborhood of Indianapolis is 30.9 per 1,000 population; a ranking of 58 out of 99 Indianapolis neighborhoods. In comparison, the violent crime rate for the entire City is only 12.94. The number of violent crimes and simple assaults per 1,000 Population includes aggravated assault, simple assault, robbery, rape, attempted rape, and homicide.ⁱ

The percent of poverty for this area is 29% compared to 13% for the Indianapolis Metropolitan area with an unemployment rate of 12% as of 2018ⁱⁱ. In the neighborhoods around the Finish Line Club at 38th & Post Road, the high school graduation rate is 38% compared to 85% for Marion Countyⁱⁱⁱ. Also, in the surrounding neighborhoods 19% to 26% of those over the age of 25 have no high school diploma compared to 11% for the metro area^{iv}. In addition, 7% of 16-19-year-old youth in Indianapolis are not working or not in school and 13% of 18-24-year-old are not working, not in school, and no degree after high school^v.

On a national scale, 6.7 million youth (Ages 16-24) are out of school and not in the labor market^{vi}, creating a taxpayer burden of \$13,900 per youth per year, and an immediate social burden of \$37,450 per year^{vii}. The earnings gap between those youth earning a college degree versus those earning only a high school diploma is greater than it has

been in nearly 50 years; a person with only a high school diploma earns 62% of what is earned by a college graduate. Without even a high school diploma, the earnings gaps are even larger^{viii}.

BGCI is seen as a resource in the most at-risk communities and by the most at-risk populations. Other service organizations in Marion County recognize that BGCI is able to successfully reach “those who need us most” in a way that most others cannot.

While some of this can be attributed to the recreational history of our organization, the largest contributing factor is the ability of our professional staff to accept each individual where he/she is at, and build a positive relationship with the hope of helping each “to reach his/her full potential.” Because of our strong reputation for reaching at-risk populations, BGCI was approached by EmployIndy three years ago in an effort to create a Re-engagement Center on the Far Eastside of Indianapolis, serving those living in the area of the Finish Line Club.

BGCIs’ Finish Line Club, located at 38th and Post Road on the far Eastside, opened its doors to the Pivot Re-Engagement Center (Pivot) in the spring of 2018. The Pivot program aims to attract young men (and potentially women) between the ages of 16-24, who are not enrolled in school and are not employed, with the long-term goal of building positive, mentor-like relationships and engaging them in high school equivalency (HSE) or job placement programs with several community partners.

The Pivot program is designed to reach these target populations of Opportunity Youth (OY). Adolescents who are struggling come to the Club for a meal and a safe place to

play basketball and other recreational games. Staff members are able to develop positive relationships with the youth, help them find their self-worth and purpose again, and connect them with partner organizations who can help them gain education and employment. Program goals are to increase interest in education and employment, and increase job readiness, enrollment in post-secondary education, and employment. Ultimately the program will assist in achieving a higher employment rate for Marion County, an increased high school graduation rate, higher levels of adult population with post-secondary education and an increased earning power; all critical elements to reducing violent crimes on the far Eastside of Indianapolis.

B. Design Implementation

Re-Engagement centers began emerging around 2009 and some of the first were in Boston, Philadelphia and Washington DC. The model has begun to spread nationally, and now includes centers in cities like Dubuque, Iowa, and Dayton, Ohio. A study was conducted in 2014 to determine the effectiveness and best practices of Re-Engagement Centers by the Millennial Group, LLC and the John Hopkins University Everyone Graduates Center. The study focused on current practices and up-to-date learning from the field of re-engagement and dropout recovery. The results were published in the *Bringing Students Back to the Center: A Resource Guide for Implementing and Enhancing Re-Engagement Centers for Out-of-School Youth*, with funding from the US Department of Education^{ix}.

A Re-Engagement Center links disconnected youth back to the system. It provides services based on its key functions: outreach to the pool of the community's out-of-school youth; assessment services; and referral to local education and training options where youth can complete a high school credential. The reality of outreach and transition is that the process is nonlinear, with frequent start-stop-restart patterns managed by center staff members as they work with youth facing trust issues, academic challenges, and demanding personal life situations.

Re-Engagement centers use a number of strategies in the evidence-based Cure Violence approach to identify and reach those at highest risk for violence to obtain the social services they need. These strategies include:

- Access Highest Risk- staff utilize their trust with high-risk OY to establish contact, develop relationships, and work those most likely to be involved in violence.
- Change Behaviors- staff engages with OY to convince them to reject the use of violence by discussing the cost and consequences of violence and teaching alternative responses to situations.
- Provide treatment- staff develops a caseload of OY, seeing clients on a regular basis and assisting with their social service, education, or job training needs.

The Pivot program at the Finish Line Club operates 10:00 a.m. – 2:00 p.m., Monday through Friday during the school year and in the evening from 7:00 – 11:00 p.m. during the summer. The program offers recreational opportunities for participants, including open gym for basketball and gamesroom time, and provides meals through Second

Helpings. The success of the Center is evident by the 1,400 young people who have walked through our doors.

The Pivot program is staffed by a full-time Program/Outreach Director, and six part-time Re-Engagement Facilitators, with supervision/assistance from BGCI's Director of Club Operations and Measurement & Evaluation Specialist. In addition, BGCI will hire a full-time Program Coordinator to add to the team.

Once BGCI team members have a chance to create a relationship with the OY, we try to move them toward an empowerment program known Growth Mindset Training. This is a 2-week mindset training during which the OY learn about the difference between a closed mindset and a growth mindset, and culminates with the creation of a vision board to help them express their goals and aspirations. The new Program Coordinator will be responsible for implementing this program as well as others such as Boys & Girls Clubs programs such as Money Matters (financial literacy), Career Launch (career planning), driver training, and mindfulness, social-emotional learning, or anger management programs.

In addition, gun violence workshops are conducted by Erik Davenport, the Outreach/Program Director (former police and correctional officer) and Courtside Chats by Stop the Violence. Regular, open conversations about gun violence are key to changing attitudes in regards to the use of firearms for the purpose of committing a crime.

After Growth Mindset Training, OY are assigned to Warren Township Adult Education for Tests of Adult Basic Education (TABE), a diagnostic test used to determine a person's skill levels and aptitudes. Or they may be referred to a Youth Employment Specialist, who serves as a career navigator, at the Community Alliance of the Far Eastside (CAFÉ) for placement in a job training program based on individual interests and skill levels. BGCI is continuing to explore new partnerships with Second Helpings and Indiana Construction Roundtable Foundation.

Measuring the degree to which participants achieve the desired outcomes is a critical aspect of how the program is implemented. Data is regularly collected and monitored by BGCI's full-time Measurement & Evaluation Specialist throughout the year. Pivot uses attendance records and database to track and measure outreach efforts; Club visits; participation in PIVOT programs including mind set training, gun violence training, SCRAP program, GED/HSE training, job training; and job placement. In 2020, BGCI conducted a focus group with current Pivot participants to provide feedback help guide future program development.

The program goal is to increase an interest in education and employment, job readiness, TABE and HSE level gains, enrollment in continuing education, and employment. Long-term goals for the Far Eastside of Indianapolis community includes higher employment rate in Marion County, increased high school graduation rate, higher levels of adult population with post-secondary education and increased earning power (median family income).

C. Capabilities and Competencies

For over 125 years, BGCI has provided afterschool and summer programming to youth when a safe, supervised environment is so crucial. Clubs serve as safe havens for youth who are in most need. Unstable home environments, limited resources, and negative influences in a child's immediate environment pose as some of the member's most immediate challenges. The addition of the Pivot program is another opportunity for BGCI to help youth overcome barriers and achieve academic success, gainful employment, and good character and citizenship.

Our success is evident by the 1,400 young people who have walked through our doors during the first two years of the program. One OY who recently completed Power Huddle said “I came in expecting it to be a boring class, but it was really fun and upbeat with great conversations. I got along with everybody and it was a great experience to have.” Over the last three years, an average of 14% of those in Pivot participated in the Power Huddles. In 2019, 715 new OY enrolled in Pivot. On average, 27 individuals attended the center a day, with higher numbers during the summer months. Given that this is a hard to reach population, 102 participated in the Power Huddle program with EmployIndy, and 87 gained employment through career services with CAFÉ. Numbers were down in 2020 due to COVID however, 206 OY participated in the program with an average daily attendance of 17 and 38 participated in Power Huddle. In 2021, the program continues to be limited due to COVID but we are still seeing a demand for

healthy meals, a safe place for recreation, and mentorship; and these numbers are anticipated to increase again overtime as the community moves past the pandemic.

BGCI believes that with the addition of an in-house Program Coordinator, and eventually a Case Manager and driver, we can increase the number of OY who participate in the growth mindset training and are placed in job skills training and gain employment.

The ability to connect and engage with a hard to reach population is core to the success of the Pivot program. BGCI staff members serve as mentors and role models, opening the door for difficult conversations to help participants overcome barriers and plan for the future. BGCI's history, combined with our staffing structure and their experience, speak to our ability to reach and positively impact OY.

- The program is supervised by LeeAnn Harris, Director of Club Operations, who oversees Club operations and direct supervision of all Unit Directors, budget management and program staff development. This position also serves as primary liaison with external partners to support collective impact efforts that aim to improve the communities we serve and to ensure the financial and programmatic sustainability of BGCI. LeeAnn has a Masters in Social Work and has been with the Boys & Girls Clubs movement for 31 years and in this leadership role for 12 years.
- The full-time Program/Outreach Director for Pivot, Erik Davenport, is responsible for community outreach to recruit participants, creating mentoring relationships with participants and offering light case work to document goals and progress,

working with program partners to provide HSE and employment programs, documenting and reporting attendance and participation, hiring and supervising part-time staff members, and ensuring the safe implementation of recreational programs. Erik has been with BGCI since the Pivot program began in 2018 and brings a wealth of experience from his background as a police officer, correctional officer, security operations, and tutor/life skills coach.

- BGCI's full-time Measurement & Evaluation Specialist, Beth Osland, is responsible for the direction and management of daily operations related to data management, program evaluation and impact measurement for all Club programs and locations. This position also manages data-sharing relationships with feeder schools to monitor academic success as well as data reporting for partners and funders such as Indiana Kids, ERC, BGCA, United Way, philanthropic foundations, etc. Beth has a Masters in Social Work and started with BGCI in February 2020. She brings relevant work experience from Outreach Inc., Wealthcare Financial Group, and Adult and Child Center.
- A Pivot Program Coordinator position and description will be added to the team once additional funding is received.

Since 2013, BGCI has been a fiscal agent and state contract provider for the Evening Reporting Center (ERC) program for the juvenile court system as part of the Juvenile Detention Alternative Initiative. ERC sites are located in communities within Indianapolis with some of the highest juvenile crime rates. Services are offered to youth referred through the Juvenile Court; either pre-trial or post-disposition as an alternative to detention. This program is used as a means to connect youth to community support

systems in an effort to discourage further involvement with the Juvenile Court system. The goal of ERC is to provide increased supervision of youth while engaging them in positive and pro-social activities. ERC sites offer cognitive behavioral programming, the evidence-based WhyTry program, in addition to educational support, computer access, recreation, community engagement activities, and life skills including solutions for resolving youth problems and pressures. The full-time ERC program director is responsible for managing ERC sites and referred youth, including the intake process; monitoring attendance, behavior, recidivism rates, failure to appear, and average length of stay; managing ERC Coordinators; providing outreach to families; and reporting to both probation and Department of Child Services. The ERC program has been extremely successful reducing the recidivism rate of participants to 17% in 2018, compared to 33% at the county level.

Due to the success of ERC and to further our outreach efforts, BGC has a new program Diversion Program (CDP) to provide services for youth who are deferred by law enforcement (pre-arrest) or deferred post-arrest after they enter the juvenile intake center. The CDP creates a system for law enforcement to divert youth who have committed a low/moderate-level offense and who they believe need services, not system involvement. This would include youth who have a first offense, a misdemeanor offense, and/or a status offense. Officers will be able to connect the youth and their family directly to the CDP at BGCI. For youth who do not fall into one of the categories above, the officer will have the option to transport the youth to the RSR for further assessment and potential post-arrest diversion. This program recently launched with

two full-time case managers in training and partnership with local law enforcement and JDAI.

D. Data Collection

BGCI will be responsible for all data collection and dissemination for the Pivot program.

Data collected will include participant demographics; attendance records to determine level of engagement and duration; participation in PIVOT programs including mind set training, gun violence training, SCRAP program, GED/HSE training, job training; and job placement. In addition to tracking engagement and training, staff will develop a survey to assess attitudes, basic skill levels, anger management, and future goals.

BGCI's Measurement & Evaluation Specialist will work with Pivot staff to ensure timely data collection and tracking systems are in place and provide required data as reports are due. BGCI's Foundation Grants Manager is responsible for submitting all reports to funders in a timely fashion. Annually, the Measurement & Evaluation Specialist and Director of Club Operations, along with the Program Committee of the Board of Directors, reviews membership demographic, program participation, and youth, parent and staff feedback to guide future activities. BGCI also submits annual, organization wide data to Boys & Girls Clubs of America and United Way of Central Indiana as part of our affiliation and funding agreements.

Pivot Budget & Narrative

[illegible]

The Pivot Re-Engagement Center program resources include staffing costs for a full-time Pivot Director, Program Coordinator, 6 part-time Re-Engagement Facilitator's (REFs), and payroll taxes. Program space and utilities within the BGCI's Finish Line Club, including gymnasium, computer lab, and workshop space, as well as supplies and lunch are also required. A portion of the budget also includes funding for contracted vendors to supplement programming and professional development for staff. Program cost is \$231,178 of which 80% is personnel, 5% supplies, 12% contracted vendors or professional development, and 3% overhead. Funding through this initial partnership with EmployIndy has ended per the original contract and BGCI has assumed all program costs. BGCI is actively seeking funding partners to offset budget implications and add additional staff, programs, and job training partners to help grow the program and increase impact for participants beyond what we have initially been able to.

-
- ⁱ Violent Crimes, Indy Vitals 2020 Powered by SAVI, <https://indyvitals.org/FarEastside>
- ⁱⁱ Poverty Rate, Indy Vitals 2020 Powered by SAVI, <https://indyvitals.org/FarEastside>
- ⁱⁱⁱ Graduation Rate, Indy Vitals 2020 Powered by SAVI, <https://indyvitals.org/FarEastside>
- ^{iv} Educational Outcomes, Topic profiles by census tracts, <https://savi.org>
- ^v Young Adult Education Data, Annie E. Casey Foundation Kids Count Data Center, <http://datacenter.kidscount.org>.
- ^{vi} Belfield, Clive. "*The Economic Value of Opportunity Youth*", p 1, January 2012, <http://files.eric.ed.gov/fulltext/ED528650.pdf>
- ^{vii} Belfield, Clive. "*The Economic Value of Opportunity Youth*", p 2, January 2012, <http://files.eric.ed.gov/fulltext/ED528650.pdf>
- ^{viii} "The Rising Cost of Not Going to College" *Pew Research Center*, February 11, 2014, <http://www.pewsocialtrends.org/2014/02/11/the-rising-cost-of-not-going-to-college/>.
- ^{ix} Rennie-Hill, Leslie. "Bringing Students Back to the Center: A Resource Guide for Implementing and Enhancing Re-Engagement Centers for Out-of-School Youth", The Millennium Group with funds from the U.S. Department of Education, # ED-ESE-12-C-0079, November 2014

ATTACHMENT B

Records-Keeping and Metrics Plan

BGCIs' Finish Line Club, located at 38th and Post Road on the far Eastside, opened its doors to the Pivot Re-Engagement Center (Pivot) in the spring of 2018. The Pivot program aims to attract young men (and potentially women) between the ages of 16-24, who are not enrolled in school and are not employed, with the long-term goal of building positive, mentor-like relationships and engaging them in high school equivalency (HSE) or job placement programs with several community partners.

The Pivot program is designed to reach these target populations of Opportunity Youth (OY). Adolescents who are struggling come to the Club for a meal and a safe place to play basketball and other recreational games. Staff members are able to develop positive relationships with the youth, help them find their self-worth and purpose again, and connect them with partner organizations who can help them gain education and employment. The goals of the PIVOT program are to:

- engage OY from the far eastside in positive, pro-social activities,
- increase interest in education and employment,
- engage OY in job readiness, TABE, and HSE programs,
- enroll OY in continuing education, and
- move OY into employment.

Long-term goals for the Far Eastside of Indianapolis community includes higher employment rate in Marion County, increased high school graduation rate, higher levels of adult population with post-secondary education and increased earning power (median family income).

Measuring the degree to which participants achieve the desired outcomes is a critical aspect of how the program is implemented. Data is regularly collected and monitored by BGCI's full-time Measurement & Evaluation Specialist throughout the year. BGCI will be responsible for all data collection and dissemination for the Pivot program. Data collected will include participant demographics; attendance records to determine level of

engagement and duration; participation in PIVOT programs including mind set training, gun violence training, GED/HSE training, job training; and job placement. In addition to tracking engagement and training, staff will develop a survey to assess attitudes, basic skill levels, anger management, and future goals. BGCI's Measurement & Evaluation Specialist will work with Pivot staff to ensure timely data collection and tracking systems are in place and provide required data as reports are due.

Our success is evident by the 1,400 young people who have walked through our doors during the first two years of the program. Over the last three years, an average of 14% of those in Pivot participated in the Power Huddles. In 2019, 715 new OY enrolled in Pivot. On average, 27 individuals attended the center a day, with higher numbers during the summer months. Given that this is a hard to reach population, 102 participated in the Power Huddle program with EmployIndy, and 87 gained employment through career services with CAFÉ. Numbers were down in 2020 due to COVID however, 206 OY participated in the program with an average daily attendance of 17 and 38 participated in Power Huddle.

2022 Projected Outcomes

- The PIVOT Re-Engagement Center will serve a minimum of 500 unduplicated OY through positive, pro-social activities (basketball, recreational games/sports, video gaming tournaments, etc.)
- 70% of OY surveyed will report an increase in socio- emotional support
- 60% of OY will report an increase in anger management skills
- 65% of OY surveyed will express an increased interest in education and employment opportunities
- 75 OY will complete Growth Mindset/Power Huddle training and earn at least one Job Ready badge
- 25 OY will successfully earn their High School Equivalency or GED
- 60 OY will gain employment through the PIVOT program

Measurement Tools

- nFocus Solutions KidTrax software for attendance tracking
- ETO (Efforts To Outcomes) software for case management, job placement tracking
- SurveyMonkey participant surveys
- Pictures, stories and testimonials

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

CONTRACTOR

By:  Date: 12/15/21

Printed: LeeAnn Harris

Title: Director of Operations

Company: BOYS & GIRLS CLUBS OF INDIANAPOLIS

AGENCY/DEPARTMENT

By:  Date: 12-15-2021

Printed: Lauren Rodriguez

Title: Director

Agency/Department: OFFICE OF PUBLIC HEALTH AND SAFETY

APPROVED AS TO AVAILABILITY OF FUNDING

By:  Date: 12/16/21

Printed: Ken L. Clark

Title: Controller

Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED AS TO FORM AND LEGALITY

By:

Edgemoor, 2012, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 84

Date: 12/16/21

Printed: Richard McDermott

Title: Deputy Chief Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL