

## **RESOLUTION NO. 2010-683**

Adopted by the Sacramento City Council

November 30, 2010

### **AGREEMENT: NEIGHBORWORKS HOME OWNERSHIP CENTER SACRAMENTO REGION WEED AND SEED SITE**

#### **BACKGROUND**

- A. Weed and Seed is a program under the administration for the Community Capacity Development Office (CCDO) in the Office of Justice Programs (OJP), United States Department of Justice. CCDO assists States, units of local governments, neighborhoods and community-based organizations in developing Weed and Seed strategies under the authority of Omnibus Crime and Control Safe Streets Act of 1968. NeighborWorks Home Ownership Center Sacramento Region (NeighborWorks) is the responsible contract agency for the Sacramento Region.
- B. This initiative aims to prevent, control, and reduce violent crime, drug abuse, and gang activity. Its operative strategy incorporates a community-based, comprehensive multi-agency approach to law enforcement, crime prevention, and neighborhood restoration. Weed and Seed Communities (WSC) are developed in partnership with many local organizations including the United States Attorney's Office (USAO) in order to reduce crime and improve the quality of life in a community.
- C. The Oak Park Weed and Seed initiative received official recognition from the U.S. Department of Justice in June 2006 after submitting a comprehensive five-year plan that includes goals strategies for law enforcement, community policing: prevention, intervention, treatment and recreation; and neighborhood restoration.
- D. The \$4,740 in funds allocated through execution of this Agreement are solely for the purpose of achieving the recreational objectives as approved by the Oak Park Weed and Seed Steering Committee. The objective is to provide late night programming for youth and teens between the ages of 12 and 17 years old at the Oak Park Community Center on Friday nights from February through September of 2011.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager, or his designee, is authorized to execute an agreement with NeighborWorks for the City to provide youth and teen programming for 12-17 year olds at the Oak Park Community Center on Friday nights from February through September 2011.
- Section 2. The agreement identified in Section 1 is attached as Exhibit A and made a part of this Resolution.

**Table of Contents:**

Exhibit A- Agreement: NeighborWorks Home Ownership Center Sacramento Region Weed and Seed Site

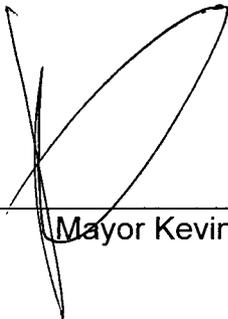
Adopted by the City of Sacramento City Council on November 30, 2010 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



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Mayor Kevin Johnson

Attest:



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Shirley Concolino, City Clerk



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEIGHBORWORKS® HOMEOWNERSHIP CENTER SACRAMENTO REGION**

Fiscal Agent for

**Oak Park Weed and Seed Site #584**

**AND**

**THE CITY OF SACRAMENTO**

**DEPARTMENT OF PARKS AND RECREATION**

**OAK PARK COMMUNITY CENTER**

To Allocate Grant Funds

**I. AUTHORITY**

As documented in the 2008 Competitive Funding application for the Oak Park Weed and Seed site, the designated fiscal agent, Sacramento Neighborhood Housing Services, Inc., dba NeighborWorks® HomeOwnership Center Sacramento Region ("NeighborWorks®"), hereby agrees to allocate to the Contract Agency, the City of Sacramento, **\$4,740** in funds from the 2010 federal Weed and Seed grant.

**II. BACKGROUND**

Weed and Seed is a program under the administration of the Community Capacity Development Office (CCDO) in the Office of Justice Programs (OJP), United States Department of Justice. CCDO assists States, units of local governments, neighborhoods and community-based organizations in developing Weed and Seed strategies under the authority of the Omnibus Crime and Control Safe Streets Act of 1968 (42 U.S.C. § 3712 et seq.).

This initiative aims to prevent, control, and reduce violent crime, drug abuse, and gang activity. Its operative strategy incorporates a community-based, comprehensive multi-agency approach to law enforcement, crime prevention, and neighborhood restoration. Weed and Seed Communities (WSC) are developed in partnership with many local organizations including the United States Attorney's Office (USAO) in order to reduce crime and improve the quality of life in a community.

The Oak Park Weed and Seed initiative received Official Recognition from the U.S. Department of Justice in June 2006 after submitting a comprehensive five-year plan that includes goals and strategies for law enforcement; community policing; prevention, intervention, treatment, and



AND OTHER CRIMINAL ACTIVITIES

GOAL 5	Activity	Implementation Plan	Outcome Measure	Funding Support
Objective 1: To increase options for youth to provide alternatives to drug use and other criminal activities.				
P1	Weed and Seed will provide support to and assist in promoting anti-drug and alcohol free community events and mentoring activities in the target area. Activities will take place at the Oak Park Community Center Safe Haven and will include weekly Friday Late Night programs for teens. This program provides educational, art, cultural and mentoring activities for youth.	The activity is scheduled for February, 2011 through September, 2011. The Oak Park Community Center and Integrated Arts Media will implement the activity.	Weekly Friday Late Night Programs will serve up to 40 teens per week for up to 28 weeks.	The activity cost totals \$4,740. Cost allocations include: 100% - Weed and Seed Budget Detail Section: G5.

- B. The Contract Agency is responsible for ensuring that the project activities are executed within the specified target area (Attachment B).
- C. The Contract Agency agrees to develop and present an oral report on the progress of the objectives described in Section VI (a) to the Oak Park Weed and Seed Steering Committee at the end of each quarter. This progress report will detail specific accomplishments and/or challenges for each objective.
- D. The Contract Agency agrees to develop a written Progress Report, which provides a detailed update on the status of the goals and objectives specified in Section VI (a) of this Memorandum of Agreement. This Progress Report will be compiled by NeighborWorks® HOCSR and submitted as part of the grant requirement to the Department of Justice Community Capacity Development Office. Progress reports are due on **July 12, 2011** and **September 15, 2011**. See Attachment C for the Progress Report format.
- E. The Contract Agency agrees to provide information as specified in Attachment D for the annual Government Performance and Results Act (GPRA) report format. Information is due for this report **three (3) weeks prior to the report submission date, anticipated to be May 31, 2011**. NeighborWorks® will provide notification to the Contract Agency when a specific submission date is announced.
- F. The Contract Agency agrees to assist the Evaluation Subcommittee and the evaluation consultant to establish and conduct evaluation of the Oak Park Weed and Seed grant.
- G. The Contract Agency certifies that they have appropriate hiring policies and screening procedures for employees and volunteers who will be working with youth and other residents as part of the outlined Weed and Seed activities, in accordance with the policy of the Office of Justice Programs, United States Department of Justice.
- H. The Contract Agency agrees that it is in compliance with all applicable Federal civil rights laws, and will document compliance by **submitting a signed Certification Form** (Attachment E) to NeighborWorks® with this Memorandum of Agreement.
- I. The Contract Agency agrees to provide a **Certificate of Insurance documenting NeighborWorks® as additional insured**. The Contract Agency shall also provide NeighborWorks® with **proof of Workers Compensation or private coverage**, either through a copy of the certificate or a letter from an authorized official. NeighborWorks® acknowledges that the Contract Agency is a self-insured public agency. Notwithstanding any other provision of this MOA, the Contract Agency shall have the right to satisfy any or all of the insurance requirements

of this MOA through use of the Contract Agency's self-insurance program. In the event the Contract Agency exercises its right to satisfy the insurance requirements of this MOA through use of its self-insurance program, the Contract Agency shall provide NeighborWorks® with a letter of self-insurance from the Contract Agency stating that its self-insurance program adequately protects against liabilities and claims the types of which the insurance required by MOA are intended to protect against.

- J. The Contract Agency agrees that it will maintain records of all supporting documentation related to this Memorandum of Agreement for a minimum of seven (7) years. Additionally, the Contract Agency agrees to make its records available for auditing purposes.
- K. Neither Party to this MOA shall voluntarily release information derived from the other Party to a non-participating third party without prior approval of the contributing MOA Party. The Contract Agency is a California public entity subject to the California Public Records Act (Cal. Gov. Code § 6250 et seq.) (CPRA); therefore, the Parties agree that nothing in this subsection K, or any other provision of this MOA, shall prevent the Contract Agency from complying with its obligations under the CPRA.

## VII. BILLING REQUIREMENTS

To receive reimbursement, the Contract Agency agrees to submit invoices to NeighborWorks® by the 15<sup>th</sup> of the month for expenses incurred through the end of the previous month (for example, an invoice would be submitted by December 15<sup>th</sup> for expenses incurred up through November 30<sup>th</sup>). Invoices must be submitted at least quarterly for reimbursement, but may also be submitted monthly.

Invoices will be submitted utilizing the Billing Template provided (Attachment F) and will include copies of receipts for any expenses in the categories of travel, equipment, supplies, or other costs.

Mail invoices to:

NeighborWorks® HomeOwnership Center Sacramento Region  
Attn: Sharon Eghigian, P.O. Box 5420, Sacramento, CA 95817-3102

Reimbursement for submitted invoices will be provided in 45-60 days.

The funds allocated under this Memorandum of Agreement expire on **September 30, 2011**. A final invoice must be submitted to NeighborWorks® HOCSR by **October 15, 2011**. The Contract Agency agrees to contact NeighborWorks® HOCSR by **June 18, 2011** if all funds listed in this Memorandum of Agreement will not be spent so that the Oak Park Weed and Seed Steering Committee may re-obligate funds.

## VIII. MODIFICATION OR TERMINATION

This Memorandum of Agreement may be modified or terminated with 30 days notice by written consent of all parties involved, pending approval by the Oak Park Weed and Seed Steering Committee.

The Oak Park Weed and Seed Steering Committee must approve the use of funds for any change in the scope of work as described in this agreement. Please refer to Attachment G for more information on this process.

**IX. SIGNATORIES**

The undersigned have read this agreement and attachments and hereby execute this Memorandum of Agreement on behalf of their agencies:

**Contract Agency: City of Sacramento, Oak Park Community Center**

Program Contact: De Dee Mullins Cornelius  
Email Address: dcorneli@cityofsacramento.org  
Telephone Number: (916) 808-6114

Billing Contact: Laura Bjornsen, Superintendent  
Email Address: lbjorn@cityofsacramento.org  
Telephone Number: (916) 808-7753

Mailing Address: 2450 Meadowview, Road Sacramento, CA 95832  
Attn: Laura Bjornsen  
FAX Number: (916) 808-4060

Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Cassandra H.B. Jennings, Asst. City Manager

Fiscal Agent: Sacramento Neighborhood Housing Services, Inc., dba  
NeighborWorks® HomeOwnership Center Sacramento Region

Billing Contact: Elise Grimes  
Mailing Address: P.O. Box 5420  
Sacramento, CA 95817-3102  
Telephone Number: (916) 452-5361 ext. 218  
Email Address: elise@nwsac.org  
FAX Number: (916) 431-3200

Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Pam Canada, Executive Director