



## City of Sacramento City Council

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 6/26/2012

**Report Type:** Consent

**Title:** CalGRIP Grant for Sacramento Gang Prevention and Literacy (GPAL) Project (G19001200): Additional Actions and Modifying Resolution No. 2012-106

**Report ID:** 2012-00589

**Location:** Citywide

**Recommendation:** Pass a Resolution: 1) modifying Resolution No. 2012-106; 2) authorizing the California Gang Reduction, Intervention and Prevention (CalGRIP) grant of \$249,953 from the California Emergency Management Agency (CalEMA) for the GPAL Project to be administered by the Parks and Recreation Department; 3) authorizing the City Manager, or the City Manager's designee, to establish a grant project and the revenue and expenditure budget for the \$249,953 CalEMA grant and the grant match for City services of \$40,645 and partner agency in-kind services of \$209,308 for a grand total of \$499,906 (G19001200); 4) amending the Fiscal Year 2012/13 budget to add a 1.0 FTE Program Analyst limited term position to be funded by the grant; and 5) authorizing the City Manager, or the City Manager's designee, to enter into a Memorandum of Understanding with the Boys and Girls Club of Greater Sacramento for the Project Learn program for \$81,953 in grant funds and \$119,808 in in-kind contributions related to this component of the grant program.

**Contact:** Lori Harder, Support Services Manager, (916) 808-5172; James L. Combs, Director, (916) 808-8526, Department of Parks and Recreation

**Presenter:** Not applicable.

**Department:** Parks & Recreation Department

**Division:** Fiscal And Management Services

**Dept ID:** 19001011

**Attachments:**

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- 1-Description/Analysis
  - 2-Resolution
  - 3-Exhibit A (MOU with Boys and Girls Club)
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**City Attorney Review**

Approved as to Form  
Sheryl Patterson  
6/21/2012 11:04:49 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
6/19/2012 10:39:06 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 6/20/2012 3:55:54 PM



## Description/Analysis

**Issue:** On May 1, 2012, City Council accepted a California Gang Reduction, Intervention, and Prevention (CalGRIP) grant award for the amount of \$249,953, from the California Emergency Management Agency (CalEMA) for a Sacramento Gang Prevention and Literacy (GPAL) program, authorized establishment of the CalGRIP Grant project in the Mayor and Council Office, and authorized a Memorandum of Understanding (MOU) with the Boys and Girls Club of Greater Sacramento and area partners, as noted below, to implement the GPAL program.

Staff needs to return to the Council to obtain approval to include the required grant match in the project budget, to establish a project number G19001200 as the project will now be administered by the Parks and Recreation Department, and to amend the Fiscal Year 2012/13 budget to add a limited term 1.0 FTE Program Analyst to manage the grant program. This position will be reimbursed through the grant. Because the prior resolution is being modified to only accept the grant, the Council will need to reauthorize approval of the MOU with the Boys and Girls Club of Greater Sacramento and to clarify the grant funding allocation. The MOUs with the area partners Sacramento Reads! and StandUp! will also be updated to address the in-kind services and grant reporting requirements.

The Sacramento GPAL Project is a three-tier prevention and intervention project designed to target youth within three Sacramento City Unified School District elementary schools that are at-risk for gang participation and affiliation. It specifically provides funding for a position to manage the program and the implementation of Project Learn, an evidence based program to be provided by the Boys and Girls Club of Greater Sacramento. The GPAL project will also receive donated support services by volunteers at the three elementary schools from Reading Partners, the provider for the Sacramento Reads! 3<sup>rd</sup> Grade Literacy Campaign, and volunteers from StandUp!, an educational nonprofit organization. Finally, the grant funding provides stipends for participants in the Summer at City Hall program. The grant period consists of two years, beginning January 1, 2012 and ending on December 31, 2013.

**Policy Considerations:** This report concerns administrative matters to adequately support the grant and deliver the program. The City of Sacramento has received other CalGRIP awards for gang intervention programs in Fiscal Years 2007, 2008, 2010, and 2011.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a “project” as defined in section 15378 of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000

et seq.), and is otherwise exempt pursuant to section 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

**Sustainability Considerations:** There are no sustainability considerations associated with this report.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** Grant funding for the Sacramento Gang Prevention and Literacy (GPAL) Project will permit the City of Sacramento to enhance education, prevention and intervention efforts targeting at-risk youth throughout the City of Sacramento.

**Financial Considerations:** The total grant award from CalEMA is \$249,953. This grant has a dollar-for-dollar match requirement of \$249,953, for a total program cost of \$499,906. The grant match will be funded through existing City staff resources of \$40,645 beginning Fiscal Year 2011/12, and partner agencies donated services valued at \$209,308. The Parks and Recreation Department's labor budget in the amount of \$40,645 will be transferred from their operating budget to the grant project. The grant will fund the addition of a 1.0 FTE program analyst limited term position for the grant period. There will not be any other impact to the general fund for this grant.

**Emerging Small Business Development (ESBD):** Any grant-funded purchases will be made in accordance with the City's Emerging and Small Business Development program requirements.



## **RESOLUTION NO. 2012-**

Adopted by the Sacramento City Council

### **APPROVING ADDITIONAL ACTIONS REGARDING THE CALGRIP GRANT FROM CALEMA TO IMPLEMENT THE SACRAMENTO GANG PREVENTION AND LITERACY PROGRAM AND MODIFYING RESOLUTION NO. 2012-106**

#### **BACKGROUND**

- A. The City of Sacramento, in partnership with the Boys and Girls Club of Greater Sacramento, will utilize California Gang Reduction, Intervention and Prevention (CalGRIP) Initiative grant funding from the California Emergency Management Agency (CALEMA) to implement the Sacramento Gang Prevention and Literacy Project (GPAL). This project is designed to improve literacy, strengthen job skills, and increase mentoring opportunities to students in kindergarten through 6<sup>th</sup> grade and at risk high school students.
- B. Earlier this year, the City of Sacramento received a CalGRIP grant award, which term extends until December 31, 2013, in the amount of \$249,953 from CALEMA to provide funding for the Sacramento Gang Prevention and Literacy Project.
- C. The City Council accepted the CalGRIP grant on May 1, 2012. Because additional actions are necessary to implement and support the grant and related program activity, and grant management has been transferred to the Department of Parks and Recreation, City Council Resolution 2012-106 should be modified as set out below.

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

- Section 1. Resolution 2012-106, approved by City Council on May 1, 2012 is hereby amended to limit the actions to only the acceptance of the CalGRIP grant award for the Sacramento Gang Prevention and Literacy (GPAL) Project.
- Section 2. The City Manager, or the City Manager's designee, is authorized to take all of the following actions:

- A. Establish the CalGRIP Sacramento Gang Prevention and Literacy (GPAL) project as G19001200;
- B. Establish a revenue and expenditure budget for a \$249,953 grant (Fund 2702) from the California Emergency Management Agency (CalEMA);
- C. Transfer the grant match budget for City services from Parks and Recreation operations to the grant project in the amount of \$40,645 (Fund 1001); and
- D. Establish a grant match budget for partner agencies the Boys and Girls Club of Greater Sacramento, Sacramento Reads! and StandUp! for in-kind services for the Sacramento GPAL project in the amount of \$209,308 (Fund 2703).

Section 3. The Fiscal Year 2012/13 budget is amended to add a 1.0 FTE Program Analyst limited term position in the Department of Parks and Recreation to be funded by the grant for the duration of the grant period.

Section 4. The City Manager, or the City Manager's designee, is authorized to enter into a Memorandum of Understanding with the Boys and Girls Club of Greater Sacramento for the Sacramento GPAL Project in the amount of \$81,953 for grant funded services, and \$ 119,808 in in-kind services related to the Project Learn component of the grant project.

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Exhibit A: MOU with the Boys and Girls Club for the Sacramento Gang Prevention and Literacy (GPAL) Program

**MEMORANDUM OF UNDERSTANDING**  
**Sacramento Gang Prevention and Literacy (GPAL) Project**  
**funded under the California Gang Reduction, Intervention, and Prevention**  
**(CalGRIP) Grant Program**

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of July 1, 2012 (“Effective Date”) by and between the CITY OF SACRAMENTO, a municipal corporation (“CITY”), and the BOYS AND GIRLS CLUB OF GREATER SACRAMENTO, a subsidiary of the Boys & Girls Club of America, Inc., a Delaware corporation (“BGCS”), which collectively and individually referred to as “Parties or “Party as the context requires.

**RECITALS**

- A. BGCS promotes health, social skills development, education, character building, and leadership in youths, especially youth at a high risk to get involved with gangs. BGCS has been a participant in the Sacramento Gang Prevention Intervention Program (GRIP) Advisory and Coordinating Council. The Boys and Girls Clubs of America have developed *Project Learn*, an Evidence Based Program endorsed by the OJJDP model program guide. *Project Learn* involves enhancing the educational performance of disadvantaged youth by engaging them in structured activities designed to improve academic and behavioral performance.
- B. CITY, in coordination with BGCS and other community partners Sacramento READS! and WayUp Sacramento, applied for a CalGRIP grant from the California Emergency Management Agency (CalEMA) for the Sacramento Gang Prevention and Literacy (GPAL) program. The GPAL program is designed to improve literacy, strengthen job skills, and increase mentoring opportunities to students in kindergarten through 6<sup>th</sup> grade and at-risk high school students.
- C. The GPAL program is a three-tier prevention and intervention project designed to target youth within the Sacramento City Unified School District (SCUSD) that are at-risk for gang participation and affiliation. The GPAL program consists of *Project Learn* and the *3<sup>rd</sup> Grade Literacy Campaign* operated by Sacramento READS! in coordination with Reading Partners, which provides middle and high school volunteer tutors for elementary students at the school sites. Some of the student volunteer tutors are recruited through the *Summer at City Hall* high school internship program managed by WayUP Sacramento.
- D. CITY was awarded the CalGRIP grant for the GPAL program and the grant was accepted by action of the City Council on May 1, 2012. The total grant amount is \$249,953 and requires a dollar-for-dollar match. The grant will fund a portion of the GPAL program through December 31, 2013.

- E. CITY has an agreement with Sacramento READS! to implement the *3<sup>rd</sup> Grade Literacy Campaign* to provide tutors for up to 150 1<sup>st</sup> through 3<sup>rd</sup> grade students to offer a 45 minute, on-one-one, tutoring program twice a week at three elementary schools in SCUSD.
- F. BGCS is willing to implement *Project Learn* with the CalGRIP grant funds provided by CITY to hire a Program Coordinator and fund the costs of materials, supplies, transportation, incentives and trainings, and BGCS will recruit and train Program Aides who will provide volunteer services that will be counted toward the grant match.

## **AGREEMENT**

NOW, THEREFORE, in consideration of their mutual commitments as hereinafter set forth, the Parties enter into this Agreement for the purpose of establishing each Party's rights and obligations with regard to the *Project Learn* program to be funded with the CalGRIP grant as follows:

### 1. **TERM**

The term of this Agreement shall commence as of the Effective Date and continue until December 31, 2013 ("Expiration Date"). This Agreement may be terminated earlier by either Party by providing at least ten days (10) days advance written notice to the other Party.

### 2. **PROJECT LEARN PROGRAM**

- A. BGCS's *Project Learn* will be based at the Teichert Center, located in the Lemon Hill neighborhood, in the center of the primary target area and serve first through sixth graders from the target schools.
- B. *Project Learn* strategy consists of five components: (1) Homework help and tutoring enables members to develop the daily habit of completing homework in a safe, quiet, allocated space with staff; (2) High-yield learning activities help students apply what they have learned in the classroom and encourage them to make productive choices about how leisure time is spent outside of school; (3) Parental involvement empowers significant adults to support academic development by informing them of the child's progress and providing information to assist parenting at home; (4) School collaboration allows the Club and teachers to develop individualized plans for members to build competencies in challenging subjects; and (5) Incentives reward students for positive academic involvement.

- C. BGCS will provide daily transportation from the schools within target area to the Teichert Center and serve up to 150 students attending schools operated by SCUSD over two school years. Students will be recruited for the *Project Learn* program through the area schools in conjunction with SCUSD Youth Development and administrators at the sites.
- D. The services at the Teichert Center will be managed by a BGCS *Project Learn* Coordinator, who will individually track the program participants each school year. The Coordinator will recruit and train four Program Aides to assist in overseeing the tutoring services provided by student volunteers recruited by Sacramento READS! and WayUp Sacramento, who will be trained by Reading Partners. BGCS will provide for the Program Aides and volunteers an all day training program on *Project Learn* by the Boys & Girls Clubs of America, Inc. trainers and four trainings per year on specific program components: high-yield learning activities, tutoring strategies, family activities and recognition strategies.
- E. Set out below are the expected *Project Learn* program objectives, services, activities and projected outcomes:

Objectives, Services and Activities	Outcome	Measuring and Reporting of Outcomes
<b><i>Project Learn</i></b>		
Schools within the target area will develop a process with BGCS for referring youth to the program.	150 at risk youth will be identified for participation during the 2011/12 and 2012/13 school years.	Tracking will be done through the intake process at the BGCS by staff.
Referred youth will participate in a pre-program survey.	300 youth will be served over the two year grant period.	Pre-Program surveys will be maintained on site at BGCS.
Students will complete a one year program.	80% of the students will maintain participation in the program for the entire school year.	BGCS will maintain data on each program participant.
Students will participate in Homework Help and Tutoring.	80% of students will increase the numbers of hours spent doing homework.	BGCS will record the number of hours each student spends on homework at the site.
Students will participate in High Yield Learning Activities (HYLAs)	80% of students will indicate an increase in the number of hours spent on HYLAs.	BGCS will document the number of hours spent on site participating in these activities.
Students will have increased parental involvement in their academic progress.	25% of parents/family guardians will participate in a minimum of one Project Learn event.	BGCS will maintain a club sign in roster at the event.

Objectives, Services and Activities	Outcome	Measuring and Reporting of Outcomes
Students will report an increase in academic performance at the end of the school year.	80% of students will report an increase in at least one of the following: a. Grades b. Hours per week reading c. Reading Proficiency	Tracking will be done through a post test designed, administered and maintained by BGCS and reporting will be statistically designed at the end of the project period.
Students will report an increase in positive school performance at the end of the school year.	80% of students will report an increase in at least one of the following: a. School Attendance b. Positive Behavior Incident c. Positive Recognition by school	Tracking will be done through a post test designed, administered and maintained by BGCA and reporting will be statistically designed at the end of the project period.
Reduction in the number of youth identified as being at risk for gang involvement at the end of the school year.	20% decrease in the number of youth who self identify their participation or validation in a street gang.	Tracking will be done through a post test designed, administered and maintained by BGCA and reporting will be statistically designed at the close of the grant period.

F. The Project Learn program activities, expenses, and reports will comply with the CalEMA grant requirements. BGCS is responsible for reviewing the CalEMA 2011 Recipient Handbook - [http://www.calema.ca.gov/GrantsMonitoring/Documents/2011 Recipient Handbook.pdf](http://www.calema.ca.gov/GrantsMonitoring/Documents/2011_Recipient_Handbook.pdf) and adhering to all stated grant requirements. BGCS shall coordinate data collection and reporting with SCUSD staff to ensure compliance with the grant requirements and alignment with the measuring and reporting evaluation. BGCS shall provide CITY with quarterly reports setting forth for each reporting period a description of the services provided, the attendance of volunteers and students, and the tracking outcome data.

### 3. COMPENSATION AND IN-KIND SERVICES

CITY will compensate BGCS for its *Project Learn* costs with the CalGRIP grant funds in accordance with the budget submitted with the grant application for the following items based on invoices which set forth the actual costs incurred and supporting documentation as required under the 2011 Recipient Handbook, and BGCS will provide in-kind services by the Program Aides as follows:

Services	City Funding - CalGRIP Grant	BGCS Cost – Grant Matching Funds	Total Program Costs
Project Learn Coordinator	\$71,053		\$ 71,053
Project Learn Aides (4)		\$119,808	\$119,808
Supplies and Materials	\$ 4,300		\$ 4,300
Travel for Coordinator	\$ 600		\$ 600
Transportation for Field Trips	\$ 600		\$ 600
Training – Program Implementation	\$ 2,000		\$ 2,000
Training – 4 sessions on Program components	\$ 2,000		\$ 2,000
Youth recognition incentives, rewards and events	\$ 1,400		\$ 1,400
<b>TOTAL</b>	<b>\$81,953</b>	<b>\$119,808</b>	<b>\$201,761</b>

#### 4. PROGRAM OBLIGATIONS

In addition to compliance with the CalGRIP grant requirements as set forth in the CalEMA 2011 Recipient Handbook, BGCS shall comply with the following with regard to implementation of the *Project Learn* program:

- A. Nondiscrimination - BGCS shall not discriminate against its employees, volunteers or students on the ground of race, color, religion, sex, ancestry, national origin, age, disability, medical condition, marital status, or sexual orientation.
  
- B. Books and Records – All books, contracts, records, documents and other related papers including, without limitation, financial records (“Books and Records”) of the BGCS with respect to its *Project Learn* program funded under this Agreement shall at all times be maintained in reasonable condition for audit and shall be subject to examination by the CITY, CalEMA, or their agents. The Books and Records of the operation of BGCS shall be kept in accordance with generally accepted accounting principles. BGCS shall provide CITY with access to its Books and Records during reasonable hours for the purpose of reviewing BGCS compliance with the terms of this Agreement and the CalGRIP grant program requirements.



including death, of one or more persons, property damage and personal injury, and premises owned, leased or used by the BGCS with limits not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability, and products and completed operations coverage.

- B. Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the CITY.
- C. Additional Insured – The CITY, its officials, employees, volunteers and agents shall be covered by the policy terms or endorsement as additional insureds on the General Liability insurance policy, which policies shall be placed with an insurer with a Bests' rating of not less than A.V. CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers. The Coverage shall state that BGCS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The BGCS's insurance coverage shall be primary insurance as respects the CITY and any insurance or self-insurance maintained by the CITY shall be in excess of the BGCS's insurance and shall not contribute with it.

## 9. INDEMNITY

BGCS agrees to fully indemnify, defend, and save harmless, CITY, its officers, employees and volunteers from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities arise out of or are in any way connected with BGCS's performance of its rights and obligations under this Agreement, whether or not such Liabilities are caused in part by CITY, its officers, employees and volunteers; provided that the foregoing indemnity does not apply to Liabilities arising from the sole negligence or willful misconduct of CITY, its officers, employees or volunteers. This indemnity provision shall survive the termination of this Agreement.

10. GENERAL PROVISIONS

- A. This Agreement is for the sole benefit of the Parties and nothing set forth in this Agreement is intended to benefit or create any legal rights to any person not a party to this Agreement. BGCS shall be solely liable to any third parties with whom it enters into contracts to effectuate the purpose of this Agreement, shall pay directly such third parties for all amounts owed, and shall indemnify, defend and hold harmless CITY from any liability to such third parties.
- B. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- C. In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides that it supersedes this Agreement.
- D. This Agreement may not be changed or amended orally, but only by an agreement in writing that is executed by the authorized agent of each Party. No waiver of any provision of this Agreement, and no consent to departure therefrom, by any Party shall be effective unless in writing and signed by the waiving or consenting Party, and no such waiver or consent shall extend beyond the particular concern and purpose involved as set out in the written waiver.
- E. This Agreement may only be assigned with the written consent of the non-assigning Party. Any purported assignment without such consent shall be void. This Agreement shall be binding on the successors and authorized assigns of the Parties.
- F. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.
- G. Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Agreement.

- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- I. This Agreement is executed in and shall be construed and governed in accordance with the laws of the State of California.
- J. This Agreement, and all other terms or provisions incorporated herein by reference, constitute the entire agreement and understanding between the Parties as to the subject matter contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CITY OF SACRAMENTO,**  
a municipal corporation

**BOYS AND GIRLS CLUB OF  
GREATER SACRAMENTO,**  
a California non-profit corporation

By: \_\_\_\_\_  
James L. Combs,  
Director of Parks and Recreation

By: \_\_\_\_\_  
Maureen Price  
Chief Executive Officer

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Senior Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk