

RESOLUTION NO. 2013-0002

Adopted by the Sacramento City Council

January 3, 2013

APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT WITH GIFTS TO SHARE, INC. FOR THE CALIFORNIA ENDOWMENT GRANT HEALTHY AND SAFE NEIGHBORHOODS FOR ALL

BACKGROUND

- A. The Healthy and Safe Neighborhoods project is to provide support for the coordination of the Mayors Gang Prevention Task Force (MGPTF) and the implementation of the Strategic Plan for Gang Prevention prepared by MGPTF.
- B. The Strategic Plan's framework builds upon strong working relationships and blends policing efforts with robust community capacity building. The Department of Parks and Recreation, Neighborhood Services Division will implement the grant by coordinating efforts with public agencies and community and faith-based organizations to conduct a violence prevention conference, to create a city-wide data evaluation tool, to reimburse staff time for project management, and to augment the Sacramento Ceasefire strategy.
- C. The Strategic Plan was developed as a collaborative effort between the MGPTF, Sacramento Police Department (SPD), Area Congregations Together (ACT), SETA, Sacramento County Probation, Kaiser Permanente, District Attorney's office, and community-based and faith-based organizations.
- D. The Strategic Plan was developed by the Mayor's Gang Prevention Task Force, and the Plan was accepted by the City Council at its October 2, 2012 meeting. The Strategic Plan is consistent with the City Manager's performance goals relating to programs for at-risk youth, and the Department of Parks and Recreation goals.
- E. The California Endowment approved \$129,125 in grant funding for the implementation of the Healthy and Safe Neighborhoods project on October 17, 2012.
- F. The grant award covers the period October 15, 2012 – October 15, 2013.
- G. Gifts to Share, Inc., on behalf of the Department of Parks and Recreation, Neighborhood Services Division, accepted the grant award from The California Endowment in the amount of \$129,125 for support of Neighborhood Services Division's Healthy and Safe Neighborhoods project.

H. Approval of the acceptance of the assignment of The California Endowment grant will allow the Department of Parks and Recreation, Neighborhood Services Division to receive \$129,125 to fund the Health and Safe Neighborhoods project which focuses on areas with a history of youth and gang violence by implementing the Strategic Plan, which is a comprehensive violence reduction strategy in Sacramento.

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 the assignment agreement with Gifts to Share, Inc. and any other related documents, to accept The California Endowment's \$129,125 grant award for the Healthy and Safe Neighborhoods project.
- Section 2. The City Manager, or his designee, is authorized to establish Healthy and Safe Neighborhoods project (G19001300).
- Section 3. The City Manager, or his designee, is authorized to establish a revenue and expenditure budget for the Healthy and Safe Neighborhoods project (G19001300, Fund 2702) in the amount of \$129,125.
- Section 4. The City Manager, or his designee, is authorized to enter into a non-professional services agreement with Sacramento Employment and Training Agency (SETA) in the amount of \$60,000 to supplement the Sacramento Ceasefire strategy as part of the Healthy and Safe Neighborhoods project.
- Exhibit A: Assignment and Assumption Agreement for the California Endowment Grant #20121648 – Healthy and Safe Neighborhoods for All.

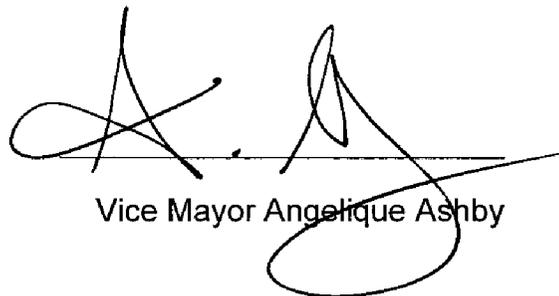
Adopted by the City of Sacramento City Council on January 3, 2013 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, Hansen, McCarty, Pannell, Schenirer, Warren, and Mayor Johnson.

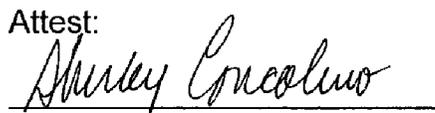
Noes: None.

Abstain: None.

Absent: None.



Vice Mayor Angelique Ashby

Attest:


Shirley Concolino, City Clerk

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR CALIFORNIA ENDOWMENT GRANT –
HEALTHY AND SAFE NEIGHBORHOODS FOR ALL**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment"), dated as of _____, 2012 is made by GIFTS TO SHARE, a California non-profit 501(3)(c) corporation, ("GTS") and the CITY OF SACRAMENTO, a municipal corporation, ("CITY"). The parties agree as follows:

1. **Scope of Assignment.** GTS has received a grant from The California Endowment, a California nonprofit public benefit corporation, Grant Number 20121648 (the "Grant"), in the amount of \$129,125 (the "Grant Proceeds") to fund the costs to improve community health and safety in neighborhoods with a history of violence by implementing a comprehensive violence reduction strategy (the "Grant Program"), pursuant to the terms of the Restricted Project Grant Agreement dated October 17, 2012 (the "Grant Agreement"), a copy of which is attached as Exhibit A and incorporated herein by this reference.

2. **Effective Date; Termination.** This Assignment shall be effective as of the date GTS executes the Grant Agreement (the "Effective Date"), and shall automatically terminate and the parties shall have no further obligations hereunder once CITY has met all of the requirements under the Grant Agreement and GTS has transferred all of the Grant Proceeds to CITY.

3. **Assignment and Assumption.** Effective as of the Effective Date, GTS hereby assigns and transfers to CITY all of GTS' rights and obligations under the Grant Agreement, and CITY hereby accepts, assumes and agrees to perform and observe all of GTS' rights and obligations under the Grant Agreement in consideration for GTS paying CITY the Grant Proceeds to fund CITY's implementation of the Grant Program.

4. **Indemnity.** CITY shall defend, indemnify and save harmless GTS, its officers, employees, and agents from all actions, damages, costs, liability, claims, losses, judgments and expenses (collectively "Liabilities") reasonably incurred by GTS arising from the acts or omissions of CITY, its officers, employees, volunteers, and agents in connection with the CITY's performance or nonperformance of the Grant Program, use of the Grant Proceeds, and compliance with the terms of the Grant Agreement, but excluding Liabilities as may be caused by the sole active negligence or willful misconduct of GTS.

5. **Independent Contractors.** It is understood and agreed that each party is an independent contractor and that no relationship of employer-employee exists between the parties. It is further understood and agreed that CITY, in the performance of its obligations under the Grant Agreement, is not subject to the control and direction of GTS as to the means, methods, or sequence used by CITY for implementing the Grant Program.

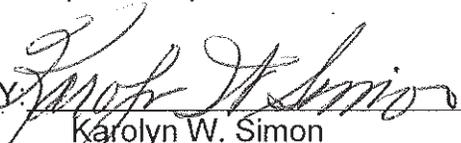
6. **No Third Parties Beneficiaries.** This Assignment is made and entered into for the sole benefit of the parties and no person may claim any rights to the Grant Proceeds or to the benefits of the Grant Program.

The parties have entered into this Assignment as of the day first above stated.

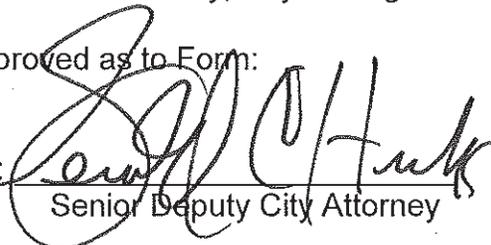
CITY OF SACRAMENTO,
a municipal corporation

GIFTS TO SHARE, INC.
a non-profit corporation

BY: _____
Jim Combs,
Director of Parks and Recreation
For: John F. Shirey, City Manager

BY: 
Karolyn W. Simon
President

Approved as to Form:

BY: 
Senior Deputy City Attorney

Attest:

BY: _____
Assistant City Clerk