Meeting Date: **4/14/2016**

Report Type: Consent

Report ID: 2016-00390

City of SACRAMENTO 09

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreements: Summer Violence and Crime Reduction Programs

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute agreements with Roberts Family Development Center and Re-Imagine Mack Road Foundation to administer summer youth and young adult violence and crime reduction programming for an amount not to exceed $100,000 per agency.

Contact: Dave Risley, Police Captain, North Command, (916) 808-2290; Dave Peletta, Police Captain, South Command, (916) 808-6150, Police Department

Presenter: None

Department: Police

Division: Field Services Administration

Dept ID: 11001111

Attachments:

1-Description/Analysis

2-Agreement 1 (ReImagine Mack Road)

3-Agreement 2 (Roberts Family Dev Center)

City Attorney Review

Approved as to Form
Michael Fry
4/7/2016 9:06:09 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 4/4/2016 3:51:16 PM

Description/Analysis

Issue: On February 16, 2016, the Sacramento City Council appropriated $200,000 to support two violence and crime reduction programs. One program, Sacramento Summer Night Lights (SSNL), will serve the Mack Road/Valley Hi communities. The second program, Night Life Turned Right (NLTR) will serve the North Sacramento and Del Paso Heights communities. Although both programs will be held May 2016 through September 2016, the SSNL program will be organized and administered by the Re-Imagine Mack Road Foundation (RMRF) in the Mack Road/ Valley Hi area, while NLTR program will be organized and administered by the Roberts Family Development Center (RFDC) in the North Sacramento and Del Paso Heights communities.

Policy Considerations: The proposed action is consistent with City Council direction to appropriate $200,000 for SSNL (Resolution 2016-00172) and Sacramento City Code, Chapter 3.64 (Contracts and Professional Services). In addition, staff has worked with RMRF and RFDC to ensure that all proper insurance coverages are in place as required.

Economic Impact: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This recommendation does not constitute a “project” and is therefore exempt from the CEQA process according to CEQA Guidelines Section 15378(b)(2).

Sustainability Considerations: Not applicable.

Commission/Committee Action: None

Rationale for Recommendation: The SSNL and NLTR are violence and crime reduction programs based on a similar program founded in Los Angeles that is now in its 8th year and at 32 sites. Last year, the Los Angeles program was responsible for a 15.4 percent reduction in gang related crimes,

The SSNL and NLTR programs are designed for local youth and their families, with a focus on creating a safe environment within their neighborhood that fosters community togetherness and builds trust. The programs typically run from Thursday through Saturday nights, traditionally nights with the highest crime rates. The SSNL and NLTR programs offer activities for families and meals three nights a week. Organized sports, creative arts, parenting classes, healthy eating,

peer-to-peer mentoring, and job creation for local youth are all integrated into the sponsored events. One of the most significant outcomes from the SSNL and NLTR programs is the hiring and training of teens and young adults from the surrounding neighborhoods to help run the program.

In Fiscal Year (FY) 2014/15, the City Council funded three violence and crime reduction locations (North Sacramento, South Sacramento, and Oak Park). For FY2015/16, the City Council appropriated $100,000 for the north and south area sites respectfully from available Measure U resources (Resolution 2016-00172).

Financial Considerations: There are adequate Measure U resources within the Police Department's FY2015/16 Measure U Multi Year Operating Project (MYOP) (I80110400) to fund these agreements.

The proposed agreement will allow for both RMRF and RFDC to receive $80,000 in advance. The remaining 20 percent ($20,000) will be withheld until both RMRF and RFDC provide a final financial summary of expenses. If either the RMRF and/or the RFDC do not expend all of the $100,000 by the end of the contract term, or if funds are not properly accounted for, any remaining funds must be returned to the City.

Local Business Enterprise (LBE) Program: A waiver of the LBE participation requirement was approved based on the fact that this is a sole source procurement.

Funding Agreement

CITY OF SACRAMENTO
GRANT FUNDING AGREEMENT
WITH REIMAGINE MACK ROAD FOUNDATION
AGREEMENT NUMBER _____

This "Agreement" is made and entered into effective as of the completion of this agreement, by and between the City of Sacramento, a municipal corporation (the "City"), and ReIMAGINE Mack Road Foundation (ReImagine) a California nonprofit public benefit corporation ("Grantee").

RECITALS

A. The City Manager (hereinafter "Manager"), or his/her designee, shall be the City official responsible for the grant and shall render overall supervision of the progress and performance of this Agreement by the City. All services agreed to be performed by the City shall be under the overall direction of the Manager.

B. The City desires to provide funding for prevention and intervention services that contribute to the reduction of gang activities, gang proliferation, and youth violence and that will contribute to the safety and quality of life in the City of Sacramento and surrounding areas.

In consideration of the foregoing recitals, the parties agree as follows:

1. PROGRAM

Grantee shall conduct the program described in Exhibit A ("Program"). Grantee shall conduct the Program at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of describing the Program and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Grantee and made a part of this Agreement, including without limitation any document relating to the Program, the terms of this Agreement shall control and prevail.

2. TERM OF AGREEMENT

The Term of this Agreement shall commence once signed, and shall expire on October 31, 2016 (the "Term"), unless extended by the City or unless sooner terminated in accordance with the terms of this Agreement. All services must be completed by August 13, 2016 and all financial reconciliations must be completed by October 31, 2016. The City may extend the Term upon written notice to Grantee from Manager prior to expiration of the term.

3. GRANT AWARD; PAYMENT, MATCH REQUIREMENTS

a. The City agrees to provide Grantee funding for those expenses associated with performing, overseeing and implementing the grant project described in Grantee's Proposal at Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Services"), in accordance with the project budget (hereinafter "Budget") attached hereto as Exhibit B and incorporated by this reference, subject however, to all terms and conditions of this Agreement. The total amount of the grant funding from City to Grantee shall not exceed $ 100,000 ("Grant Award").

b. Payment of the Grant Award shall be released to Grantee in two (2) installments over the Term of this Agreement. The first installment of $80,000 shall be released to Grantee upon full execution of the Grant Award and the required insurance certifications are completed. The second installment of $20,000 shall be released upon final reconciliation of financial statements which is scheduled to take place between August 31, 2016 and October 31, 2016.

4. USE OF GRANT AWARD

a. Grantee shall undertake and complete the Program as described and set forth in Exhibit A.

b. Grantee shall spend the Grant Award in accordance with the Budget in the attached Exhibit B.

c. Grantee shall not adjust any line item expenditures in the Budget by more than 10% without the prior approval of the Manager. Grantee shall make such requests for line item adjustments in writing to the Director. Failure to comply may result, at the City's option, in disallowed costs.

d. Grantee shall not expend any portion of the Grant Award for religious purposes and the Scope of Services funded by the Grant Award must not in any way convey a religious message. Any portion of the Grant Award used for a religious purpose or to convey a religious theme will be deemed a disallowed cost.

5. MONITORING AND EVALUATION

a. Grantee shall furnish all data, statements, records, information, and reports necessary for the City to monitor, review and evaluate the performance of the Scope of Services and its components. Grantee shall cooperate with the City in the conduct of any evaluation of Grantee's Services. Grantee shall further cooperate to incorporate minor modifications that may be discovered as necessary and appropriate as a result of feedback from the monitoring and evaluation process. Grantee recognizes and agrees that an evaluation of the Scope of Services may be completed after the expiration of the Term. The City shall have the right to request the services of an outside agent to assist in any such evaluation. Such evaluation services shall be paid for by the City.

b. In the event funding for another cycle is appropriated in future fiscal years, Grantee acknowledges and agrees that Grantee's future funding, if any, may be determined based on participation results of the evaluation processes described in this Section. The City shall use data in the evaluation of Grantee's current performance and for the development of future performance targets, consistent with the evaluation system.

6. PROGRAM COORDINATION

a. The Director or his/her designee shall monitor the Grantee's progress and performance of this Agreement. All services agreed to be performed by Grantee shall be under the general direction of the Director.

b. Grantee shall assign a single Program coordinator ("Grantee Coordinator") who shall have overall responsibility for the performance of this Agreement by Grantee. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Grantee Coordinator, Grantee shall notify Manager immediately of such occurrence. Grantee's staff shall cooperate fully with the Director with respect to all matters related to this Agreement.

7. DOCUMENTATION; RETENTION OF MATERIALS

Grantee agrees to the following:

a. General Fiscal Responsibilities of Grantee. Grantee shall:

1. If applicable, appoint and submit to the City, the name of a fiscal agent, acceptable to the City, who shall be responsible for the financial and accounting activities of Grantee, including the receipt and disbursement of the Grant Award installments.

2. Establish and maintain a system of accounts for the Grant Award that shall be in conformance with generally accepted accounting principles. Such system of accounts shall be subject to review and approval of the City.

3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Submit to the City at such times and in such forms as the City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

b. Records of Grantee.

1. Grantee shall maintain records of all matters related to this Agreement including, but not limited to, books, financial records, supporting documents, statistical records, personnel records, property records, and all other pertinent records sufficient to reflect properly:

a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement.

b. All other matters covered by this Agreement.

2. Grantee shall preserve and make available its records:

a. for the period of three (3) years from the date of expiration or sooner termination of Agreement; or

b. for such longer period, if any, as may be required by applicable law.

c. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, Grantee agrees that the City, and/or any of its authorized representatives shall have access to and the right to examine its plants, offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. Grantee also agrees that the City, or any of its representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement:

1. for a period of three (3) years from the date of expiration or sooner ; or

2. for such longer period, if any, as may be required by applicable law.

d. Audits. In the event that the City determines, from review of any Financial Report, inspection of records or any other source, that there is a problem or discrepancy regarding Grantee's compliance with the terms and conditions of this Agreement, including but not limited to the Project Budget, then the City shall, in its sole discretion, have the right to require an audit relating to the Scope of Services and Grantee's compliance hereunder. In the event the City elects to require an audit, the City shall notify Grantee and the following provisions set forth below shall apply.

1. Grantee shall enter into an agreement with an outside auditor no later than thirty (30) days from the date of City's notice calling for a financial audit of Grantee hereunder. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Grantee. An amount equal to the Grantee's estimated cost of an independent audit may be set aside from the Grant Award by the City.

2. Should Grantee not enter into the agreement with an outside auditor or should an audit not be done on a timely basis, the City, at its discretion, may enter into an agreement with an independent auditor to do the audit and utilize Grantee's set-aside funds for the audit.

3. The audit report must be completed and sent to the Manager within one hundred and twenty (120) days from City's notice calling for an audit of Grantee. The audit shall conform with generally accepted auditing principles.

4. Grantee shall submit to the City copies of management letters the auditor prepares for the Grantee as a part of the audit engagement.

5. All audits must be done by Certified Public Accountants currently certified to practice in the State of California. Grantee must have proof of current licensing included at the time the audit is submitted to the City. A certification to practice in California must accompany the audit when submitted to the City.

6. In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse funds equal to five percent (5%) or less of the Grant Award, then the cost of the audit shall be borne fifty-fifty (50% by Grantee and 50% by the City). In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to more than five percent (5%) of the Grant Award, then Grantee shall be responsible for the entire cost of the audit.

Notwithstanding the foregoing, the City shall have the right for any reason whatsoever to perform, or cause to be performed an independent audit. Such audits may cover programmatic as well as fiscal matters. Grantee will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by the City.

e. Disallowed Costs. Grantee is liable for repayment of disallowed costs as determined by the City. Disallowed costs may be identified through audits, monitoring or other sources.

8. ASSIGNMENT; COLLABORATION WITH SERVICE PARTNER

a. Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

b. Notwithstanding the foregoing, to the extent set forth and described in the Scope of Services, Grantee may work with collaborative service partners, which may include any entity that will share resources that impact the delivery of the proposed services (such as

school sites and school districts where services may be provided, as well as other non-profit community service organizations), provided that Grantee shall first enter into a written agreement with any collaborative partner ("Service Partner Agreement") in the form provided by the City.

9. RELATIONSHIP OF PARTIES

It is understood and agreed by and between the parties that Grantee in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of the City in any matter. Grantee further agrees that it will not in any manner hold itself out as the agent or representative of the City or act in such a fashion as would give the impression to a reasonable person that Grantee is acting in such a capacity.

10. INDEMNITY

Grantee shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, employees, agents or volunteers, in the performance of services related to this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify. The existence or acceptance by City of insurance policies or coverages described in this Agreement shall not affect or limit any of the City's rights under this agreement. This Section shall survive expiration or sooner termination of this Agreement.

a. **Insurance Requirements.** During the entire term of this Agreement, GRANTEE shall maintain the insurance coverage described in this Section 10.

Full compensation for all premiums that Grantee is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by Grantee under this Agreement. No additional compensation will be provided for Grantee's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Grantee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Agreement.

a. <u>Minimum Scope & Limits of Insurance Coverage</u>

(1) <u>Commercial General Liability Insurance</u> providing coverage at least as

broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its sub-consultants, and subcontractors, products and completed operations of Grantee, its sub-consultants, and subcontractors, and premises owned, leased, or used by Grantee, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Grantee.

No automobile liability insurance shall be required if Grantee completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Grantee initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City. If no work or services will be performed on or at City facilities or City Property, the City Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the City is not required. _____ (City Representative initials)

No Workers' Compensation insurance shall be required if Grantee completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Grantee initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee, its sub-consultants, and subcontractors; products and completed operations of Grantee, its sub-consultants, and subcontractors; and premises owned, leased, or used by Grantee, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Grantee's insurance coverage, including excess insurance, shall be primary insurance as respect to City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Grantee's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(3) Coverage shall state that Grantee'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.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the

insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

(3) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Grantee or cancel the Agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

F. Subcontractors

Grantee shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

11. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Grantee (including Grantee's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Grantee nor Grantee's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the Grant Award. As an independent contractor, Grantee hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Grantee's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. If, in the performance of this Agreement, any third persons are employed

by Grantee, such persons shall be entirely and exclusively under the direction, supervision, and control of Grantee. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Grantee. It is further understood and agreed that Grantee shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Grantee's assigned personnel and subcontractors.

c. The provisions of this section shall survive any expiration or termination of this Agreement.

12. TERM, TIME OF PERFORMANCE, SUSPENSION, TERMINATION FOR CAUSE, TERMINATION WITHOUT CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall expire on October 31, 2016 ("Term"), unless sooner terminated as provided herein.

b. The Program shall be conducted in accordance with the schedule set forth in Exhibit A and shall be completed by October 31, 2016.

c. City shall have the right at any time to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this Agreement, as specified in such notice.

d. Manager may, with or without prior notice to Grantee, at any time in his or her absolute discretion, elect to suspend or terminate payment to Grantee, in whole or in part, terminate work or expenditures by Grantee, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following occurrences:

1. If Grantee (with or without knowledge) made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement;

2. If there is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;

3. If Grantee, without having obtained City approval, has taken any action pertaining to the Program, which requires City approval;

4. If Grantee makes improper use of the Grant Award;

5. If Grantee fails to comply with any of the terms and conditions of this

Agreement including without limitation, Grantee's failure to carry out the Program.

6. If Grantee submits to City any report which is incorrect or incomplete in any respect, or is untimely.

7. Each of Grantee's obligations under this Agreement shall be deemed material.

e. This Agreement may be terminated by either party by giving thirty (30) days notice to the other in writing of its intent to terminate the Agreement.

Upon such notice, Grantee shall cease any further work related to this Agreement. Nothing in this Agreement shall be deemed to be a waiver of the City's right to recover from Grantee any portion of the Grant Award that has not been spent in accordance with this Agreement or that has not been spent as of the date of notice under this subsection.

13. STANDARD OF PERFORMANCE

Grantee shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Grantee's profession in California. Grantee shall assign only competent personnel to perform services under this Agreement. Grantee shall notify City in writing of any changes in Grantee's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Grantee to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Grantee shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Grantee covenants that neither it, nor any officer or principal of its corporation, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Grantee's performance of services under this Agreement. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Grantee agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Grantee may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information

(hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Grantee agrees to protect all City Information and treat it as strictly confidential, and further agrees that Grantee shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Grantee shall comply with all City policies governing the use of the City network and technology systems. A violation by Grantee of this Section 14 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

Grantee shall maintain the confidentiality of information gathered and all records generated under this Agreement pursuant to applicable Federal and State laws, subject, however, to reports to child abuse reporting agencies required by law.

16. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Grantee shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.*

d. Non-discrimination. Except as permitted by law, Grantee shall not, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, refuse to hire or employ the person or refuse to select the person for a training program leading to employment, or bar or discharge the person from employment or from a training program leading to employment, or discriminate against the person in compensation or in terms, conditions, or privileges of employment.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Any grant award or acceptance by City of any service performed by Grantee under this Agreement, any waiver by City of any default, breach or condition precedent, shall not be construed as a waiver of any provision of this Agreement by City, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Successor and Assigns. Grantee binds itself, its partners, successors, legal representatives and assigns to City with respect to all promises and agreements contained herein.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

GRANTEE
Name of Agency: Relmagine Mack Road Foundation.

TYPE OF BUSINESS ENTITY *(check one)*:
_____ Individual/Sole Proprietor
_____ Partnership
_X_ Corporation 501c3
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Jenna Abbott

Title: Executive Director.

CITY OF SACRAMENTO,
a municipal corporation

By: _____
John F. Shirey,
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Attachments:
Exhibit A – Scope of Services
Exhibit B – Budget and Budget Narrative
Exhibit D – Statement of Fiscal Agent Responsibilities (if applicable)

Exhibit A

Application Narrative – Sacramento Summer Night Lights
ReIMAGINE Mack Road Foundation, Applicant

Section 1: Agency Capacity

The ReIMAGINE Mack Road Foundation (RMRF) was founded in 2013 as the 501(c)3 partner to the Mack Road Partnership (MRP), a property based business improvement district (PBID) located in a region with some of the highest crime and poverty rates in the greater Sacramento area. Its mission is perfectly aligned with the mission of the SGPIT. We believe community success is built on community engagement and that engaged communities are safe and healthy communities. The RMRF has proven capacity to do the work and deliver solid programs. In collaboration with others such as the Sacramento Police Department, the Sacramento Violence Prevention Program, Kaiser Permanente, The Sacramento Kings, CarMax and the Elk Grove Unified School District, we design and deliver quality programing. Examples include Sacramento Summer Night Lights, ReIMAGINE Mack Road Days of Community Service and the implementation of a new community service center known as the Mack Road Valley Hi Community Center.

Since formation, the RMRF has reached deeply into the communities surrounding the Mack Road corridor in ways that enrich the quality of life for the many needy families who live there. We strive to improve health and well-being through vibrant community-centered programs that bring hope and positive change to these neighborhoods. While the foundation does much of its work with children, youth and young adults we have been mindful of the need to offer opportunities for residents of all ages to creatively participate in activities that express their unique cultural background. This overwhelming need is the impetus driving our pursuit of resources to support and nurture our

community. We are well supported, well-positioned and trusted in the Valley Hi community.

Section 2: Target Population and Demonstration of Need

Sacramento Summer Night Lights is a family program and targets all ages. In both 2014 and 2015 the program was held in Valley Hi at the intersection of Center Parkway and Mack Road. An evaluation of the program conducted in 2014 found that, while all ages attended the program

- 40% of attendees were between the ages of 13 and 17
- 68% of attendees were under the age of 35
- Of those, 60% indicated that they brought one or more child under the age of 13 with them.
- 58% of attendees walked or biked to the site
- 31% of attendees attended every night the program was held

According to statistics provided by the Elk Grove School District, 88% of students that attend schools in the Valley region are eligible for free- or reduced-price meals. Of the 4,798 families who reside in the Valley region, 1,137 (24%) live below the federal poverty level (US Census, 2013). A significant number of these households (1,989) reside in the six affordable multi-family apartment communities fronting Mack Road and many are headed by a single mother who has a least one child under the age of 6. Thirty percent of the population over the age of 25 is without a high school diploma and gang affiliation is common. All of these conditions combine to create at-risk and high-risk environments for our most vulnerable children and their young parents, many of whom are already gang involved. These are the target attendees for Sacramento

Summer Night Lights.

Section 3: Program Design

There are many schools of thought as to what steps may be taken to break the cycle of poor community health, apathy, and gang involvement. One thing that is not disputed is research that consistently shows:

- Youth are most likely to commit violent crimes between the hours of 4 p.m. and midnight.
- Crime spikes during the summer months when longer daylight hours result in youth searching for activities to cure restlessness and boredom.
- We cannot arrest our way out of this problem
- Time and resources are best spent in bringing out the best in the community

While many programs have been tried to combat this cycle, the SSNL formula appears to yield results, quickly and reliably, regardless of location. In both 2014 and 2015 SSNL ran Thursday through Saturday nights for 14 weeks, or 42 nights, at this campus. Programing began at 7 pm and ran through midnight but attendees customarily began to arrive by 5:30. By 7 pm, it was not uncommon to have upwards of 120 people on site. Surveys completed by program attendees show positive results in resident health, increased feelings of safety by residents and business owners, a reduction in violence and a more vibrant an engaged community. Businesses close to the program areas see a reduction in criminal activity and shrinkage and, if properly engaged, experience an increase in trade. Less tangible, yet equally important, benefits to the business and residential community included increased positive feelings towards area youth and an increased sense of community.

A safe place to gather, a meal, music, sports and structured activities for children, youth and adults all combine to build community and offer **Family Support**. Adults get to know each other while their children play together. Educational workshops targeted at parents and young adults model and teach good parenting skills and offer community resources.

One of the core pillars of SSNL is **Workforce Readiness and Job Training.** In 2014, 34 jobs were created by SSNL on Mack Road. In 2015, that total increased to 43 new jobs for local youth, young adults and local contractors through SSNL. In order to be hired, youth must live in the 95823 zip code and care is taken to hire a combination of at risk youth and local mentors to staff the programs. This accomplishes several goals. Local youth who gain employment bring others to the program and model behavior that makes them productive citizens. Youth squad members, age 17-23, are carefully selected and trained to maximize the chances of success and work with team leaders to create and staff the extended hours and programs. Assuming they complete the program and stay out of trouble, youth squad members may apply for team lead jobs the year following their initial employment as a team member. These are paid jobs and youth squad team members receive wages for the duration of the program and the opportunity to earn a bonus based on fulfilling expectations. Staff also receive weekly classroom-based professional development training. In 2014 and 2015 topics included but were not limited to the power of first impressions, job interview skills, dressing for success, fiscal responsibility and financial literacy, resume building, sexual harassment in the workplace and conflict management. Various partnerships also allowed for guest speakers who offered seminars such as achieving a career in law enforcement and what it's really like to be an entrepreneur.

These **Life Skills and Cognitive Development** opportunities are ingrained in the program and it is wonderful to watch our young staff members solving problems, mediating conflicts, gaining strength of character, engaging with their community and becoming aware of their own power. At the conclusion of the 14 weeks, all youth staff had gained valuable job skills and experience. Several have used these skills to gain employment at the close of the summer program.

Community Engagement and awareness is a hallmark of the program. SSNL fosters an open environment which invites all to attend and participate. Parents and children attend together and a sense of community is built and cultivated through the program. Younger children might participate in group programming and organized sports in the early part of the evening while family-centered recreational, educational and artistic activities such as fitness classes, dance lessons, movie nights, crafts and job preparation attract tweens, teens and young adults. Youth are engaged in positive activities during peak times for violence and go home tired at the end of the night. The inclusion of a healthy meal as part of the SSNL program removes food insecurity during a time when school feeding programs are typically on hiatus was shown to have a beneficial effect on area grocery store shrinkage in both 2014 and 2015. In addition, the simple act of breaking bread together facilitates community bonding

We also understand the importance of **School Based Support** for SSNL. A strong partnership with local schools and the district is a critical to success. In both 2014 and 2015 our collaboration with the Elk Grove Unified School District allowed us to offer a healthy meal for children under the age of 18 through a partnership grant. Catering was purchased from the school district's central kitchen which allowed all attendees to have a meal. Coordinating the timing of the program with the summer break meant students

maintained contact throughout the summer and school administrators indicated a lowering of the violence usually associated with the first few weeks of back to school. Students talked about SSNL to their teachers and wrote about SSNL as a high point in essays outlining what they had done over the summer. Anecdotal evidence indicated that the students returned to school more settled and in a better frame of mind. Having a productive summer with a safe place to gather translated into a more peaceful start to the school year.

Section 4: Outcomes

The success of this program is measured by its outcomes and year over year growth which is outlined in the table below. We will use the same tracking and evaluation means we have used in prior years in order to provide ongoing, year over year measurement. Surveys and demographic information gathering has proven to be an effective method.

Statistic	2014	2015	% change
Local Jobs Created in Zip 95823	34	43	↑ 20%
Opening Night	500	801	↑ 60%
Attendance May 30-June 30	3385	7100	↑ 110%
Adult Meals Served	1241	1603	↑ 29%
Child Meals Served	1925	2430	↑ 26%
Total Meals Served	3166	4033	↑ 28%
Attendance July 1 – July 31	3050	6696	↑ 120%
Adult Meals Served	942	1493	↑ 59%
Child Meals Served	1787	2500	↑ 40%
Total Meals Served	2729	3993	↑ 46%
Attendance August 1 – Sept 5	4230	7485	↑ 77%
Adult Meals Served	1179	1662	↑ 41%
Child Meals Served	1951	2870	↑ 47%
Total Meals Served	3130	4532	↑ 45%
Finale Night	816	901	↑ 11%
Total Attendance	**10,665**	**21,281**	**↑ 103%**
Total Meals Served	**9,025**	**12,558**	**↑ 39%**

When surveyed, 90% of participants surveyed felt their neighborhood was safer because of SSNL; 98% of participants said they would return if the program was offered

the next year; 98% indicated the location at Center Parkway and Mack Road was the right location; 92% indicated their interactions with the onsite law enforcement officers was either good or excellent and 96% of those surveyed indicated that SSNL bettered the image of and increased their pride in their neighborhood. The program gets families outside and engaged in physical activity which aids with combating isolation as well as promoting physical movement.

The program saw success in both years and we anticipate continued positive results in upcoming years. The program reaches large numbers of at risk youth, provides jobs for them and incents them to become community members rather than a community issue. Younger children look up to Youth Squad members and aspire to hold those jobs while Youth Squad members who mentor these youngsters build self-esteem and increase their awareness of self and of others. The ReIMAGINE Mack Road Foundation respectfully asks that you award the maximum grant amount to Sacramento Summer Night Lights.

EXHIBIT B
Project Budget

Please provide an estimated budget for a ten month program beginning March 1, 2016 – December 31, 2016

A. Personnel Costs

Description	City of Sac Funding Request	Agency Match	Total Program
Site Supervisor (1)	$ 5,000.00	$ 5,000.00	$ 10,000.00
Youth Squad Leaders (2)	$ 8,000.00	$ 8,000.00	$ 16,000.00
Youth Squad Members (12)	$ 32,500.00	$ 32,500.00	$ 65,000.00
Gang Intervention Workers (3)	$ 7,500.00	$ 7,500.00	$ 15,000.00
			$ -
			$ -
			$ -
			$ -
Total Salaries	$ 53,000.00	$ 53,000.00	$ 106,000.00
Payroll taxes, workers comp, UI, etc		$ 9,540.00	$ 9,540.00
Total Personnel Costs	$ 53,000.00	$ 62,540.00	$ 115,540.00

B. Operating Costs

Description	City of Sac Funding Request	Agency Match	Total Program
Facility/ Occupancy	$ -	$ 2,512.00	$ 2,512.00
Communication		$ 5,000.00	$ 5,000.00
Office Supplies		$ 2,000.00	$ 2,000.00
Equipment & Facilities	$ 10,000.00	$ 15,000.00	$ 25,000.00
Program Materials	$ 5,000.00		$ 5,000.00
Travel/Transportation			$ -
Participant Wages/Stipends			$ -
Indirect Costs			$ -
Contracted Service Providers	$ 12,000.00	$ 20,000.00	$ 32,000.00
Adult food costs	$ 10,000.00	$ 10,000.00	$ 20,000.00
Other (Specify)			$ -
Total Operating Costs	$ 37,000.00	$ 54,512.00	$ 91,512.00

Personnel Costs	$ 53,000.00	$ 62,540.00	$ 115,540.00
Operating Costs	$ 37,000.00	$ 54,512.00	$ 91,512.00
Total Program Costs	$ 90,000.00	$ 117,052.00	$ 207,052.00

EXHIBIT B-1
Project Budget Narrative

Please provide an estimated budget narrative for a ten month program beginning
March 1, 2016 – December 31, 2016

A. Personnel Costs

Description	Explanation
Site Supervisor (1)	*one site supervisor @$16 per hour with potential for an additional $2 per hour bonus if requirements met*
Youth Squad Leaders (2)	*Two youth squad leaders @$12 per hour each with potential to earn additional $1 per hour bonus if requirements met*
Youth Squad Members (12)	Twelve youth squad members @$10 per hour each with potential to earn $1 per hour bonus if requirements met. Note that this headcount has been increased by two due to anticipated growth based on 2014-2015 increased numbers.
Gang Intervention Workers (3)	Three qualified gang intervention workers @$15 per hour. Note that we are increasing this headcount by one due to increase in growth of program 2014-2015.

B. Operating Costs

Description	Explanation
Facility/ Occupancy	*This cost will be paid by other dollars which will be raised by the RMRF through other donors*
Communication	*Advertising costs including but not limited to weekly flyers, media buys, posters, t-shirts, handstamps and signs*
Office Supplies	paper products, pens, workbooks, clipboards, etc. for staff training etc.
Equipment & Facilities	This category includes such things as a generators, pop up shelters, stage rentals, portapotty rental, stadium lights and so on. These costs last year totaled almost 30K. We are asking the city to provide 10K towards this category. The balance will be raised through other methods by the RMRF

Program Materials	This category includes arts and crafts supplies, decorations, movie rentals, board games, participant prizes and favors and special night supplies such as tie dye supplies, fireworks, sparklers etc.
Travel/Transportation	We will find another way to pay for any travel costs
Participant Wages/Stipends	N/A
Indirect Costs	The RMRF will absorb these costs
Contracted Service Providers	This cost will partially cover the hiring of service providers to bring programs such as organi:
Adult food costs	Catering costs for adult food. The balance will be raised by the RMRF through other sources
Other (Specify)	
Please identify potential areas of your program and associated budget that could be reduced if your program is only partially funded.	

zed sports, music lesson, dance classes, parenting classes etc. The balance will be raised by the RMRF through other donors

Funding Agreement

CITY OF SACRAMENTO
GRANT FUNDING AGREEMENT
WITH ROBERTS FAMILY DEVELOPMENT CENTER
AGREEMENT NUMBER _____

This "Agreement" is made and entered into effective as of 3/24/2016, by and between the City of Sacramento, a municipal corporation (the "City"), and Roberts Family Development Center (RFDC) a California nonprofit public benefit corporation ("Grantee").

RECITALS

A. The City Manager (hereinafter "Manager"), or his/her designee, shall be the City official responsible for the grant and shall render overall supervision of the progress and performance of this Agreement by the City. All services agreed to be performed by the City shall be under the overall direction of the Manager.

B. The City desires to provide funding for prevention and intervention services that contribute to the reduction of gang activities, gang proliferation, and youth violence and that will contribute to the safety and quality of life in the City of Sacramento and surrounding areas.

In consideration of the foregoing recitals, the parties agree as follows:

1. PROGRAM

Grantee shall conduct the program described in Exhibit A ("Program"). Grantee shall conduct the Program at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of describing the Program and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Grantee and made a part of this Agreement, including without limitation any document relating to the Program, the terms of this Agreement shall control and prevail.

2. TERM OF AGREEMENT

The Term of this Agreement shall commence once signed, and shall expire on October 31, 2016 (the "Term"), unless extended by the City or unless sooner terminated in accordance with the terms of this Agreement. All services must be completed by August 13, 2016 and all financial reconciliations must be completed by October 31, 2016. The City may extend the Term upon written notice to Grantee from Manager prior to expiration of the term.

3. GRANT AWARD; PAYMENT, MATCH REQUIREMENTS

a. The City agrees to provide Grantee funding for those expenses associated with performing, overseeing and implementing the grant project described in Grantee's Proposal at Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Services"), in accordance with the project budget (hereinafter "Budget") attached hereto as Exhibit B and incorporated by this reference, subject however, to all terms and conditions of this Agreement. The total amount of the grant funding from City to Grantee shall not exceed $ 100,000 ("Grant Award").

b. Payment of the Grant Award shall be released to Grantee in two (2) installments over the Term of this Agreement. The first installment of $80,000 shall be released to Grantee upon full execution of the Grant Award and the required insurance certifications are completed. The second installment of $20,000 shall be released upon final reconciliation of financial statements which is scheduled to take place between August 31, 2016 and October 31, 2016.

4. USE OF GRANT AWARD

a. Grantee shall undertake and complete the Program as described and set forth in Exhibit A.

b. Grantee shall spend the Grant Award in accordance with the Budget in the attached Exhibit B.

c. Grantee shall not adjust any line item expenditures in the Budget by more than 10% without the prior approval of the Manager. Grantee shall make such requests for line item adjustments in writing to the Director. Failure to comply may result, at the City's option, in disallowed costs.

d. Grantee shall not expend any portion of the Grant Award for religious purposes and the Scope of Services funded by the Grant Award must not in any way convey a religious message. Any portion of the Grant Award used for a religious purpose or to convey a religious theme will be deemed a disallowed cost.

5. MONITORING AND EVALUATION

a. Grantee shall furnish all data, statements, records, information, and reports necessary for the City to monitor, review and evaluate the performance of the Scope of Services and its components. Grantee shall cooperate with the City in the conduct of any evaluation of Grantee's Services. Grantee shall further cooperate to incorporate minor modifications that may be discovered as necessary and appropriate as a result of feedback from the monitoring and evaluation process. Grantee recognizes and agrees that an evaluation of the Scope of Services may be completed after the expiration of the Term. The City shall have

the right to request the services of an outside agent to assist in any such evaluation. Such evaluation services shall be paid for by the City.

b. In the event funding for another cycle is appropriated in future fiscal years, Grantee acknowledges and agrees that Grantee's future funding, if any, may be determined based on participation results of the evaluation processes described in this Section. The City shall use data in the evaluation of Grantee's current performance and for the development of future performance targets, consistent with the evaluation system.

6. PROGRAM COORDINATION

a. The Director or his/her designee shall monitor the Grantee's progress and performance of this Agreement. All services agreed to be performed by Grantee shall be under the general direction of the Director.

b. Grantee shall assign a single Program coordinator ("Grantee Coordinator") who shall have overall responsibility for the performance of this Agreement by Grantee. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Grantee Coordinator, Grantee shall notify Manager immediately of such occurrence. Grantee's staff shall cooperate fully with the Director with respect to all matters related to this Agreement.

7. DOCUMENTATION; RETENTION OF MATERIALS

Grantee agrees to the following:

a. General Fiscal Responsibilities of Grantee. Grantee shall:

1. If applicable, appoint and submit to the City, the name of a fiscal agent, acceptable to the City, who shall be responsible for the financial and accounting activities of Grantee, including the receipt and disbursement of the Grant Award installments.

2. Establish and maintain a system of accounts for the Grant Award that shall be in conformance with generally accepted accounting principles. Such system of accounts shall be subject to review and approval of the City.

3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Submit to the City at such times and in such forms as the City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

b. Records of Grantee.

1. Grantee shall maintain records of all matters related to this Agreement including, but not limited to, books, financial records, supporting documents, statistical records, personnel records, property records, and all other pertinent records sufficient to reflect properly:

a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement.

b. All other matters covered by this Agreement.

2. Grantee shall preserve and make available its records:

a. for the period of three (3) years from the date of expiration or sooner termination of Agreement; or

b. for such longer period, if any, as may be required by applicable law.

c. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, Grantee agrees that the City, and/or any of its authorized representatives shall have access to and the right to examine its plants, offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. Grantee also agrees that the City, or any of its representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement:

1. for a period of three (3) years from the date of expiration or sooner ; or

2. for such longer period, if any, as may be required by applicable law.

d. Audits. In the event that the City determines, from review of any Financial Report, inspection of records or any other source, that there is a problem or discrepancy regarding Grantee's compliance with the terms and conditions of this Agreement, including but not limited to the Project Budget, then the City shall, in its sole discretion, have the right to require an audit relating to the Scope of Services and Grantee's compliance hereunder. In the event the City elects to require an audit, the City shall notify Grantee and the following provisions set forth below shall apply.

1. Grantee shall enter into an agreement with an outside auditor no later than thirty (30) days from the date of City's notice calling for a financial audit of Grantee hereunder. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Grantee. An amount equal to the Grantee's estimated cost of an independent audit may be set aside from the Grant Award by the City.

2. Should Grantee not enter into the agreement with an outside auditor or should an audit not be done on a timely basis, the City, at its discretion, may enter into an agreement with an independent auditor to do the audit and utilize Grantee's set-aside funds for the audit.

3. The audit report must be completed and sent to the Manager within one hundred and twenty (120) days from City's notice calling for an audit of Grantee. The audit shall conform with generally accepted auditing principles.

4. Grantee shall submit to the City copies of management letters the auditor prepares for the Grantee as a part of the audit engagement.

5. All audits must be done by Certified Public Accountants currently certified to practice in the State of California. Grantee must have proof of current licensing included at the time the audit is submitted to the City. A certification to practice in California must accompany the audit when submitted to the City.

6. In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse funds equal to five percent (5%) or less of the Grant Award, then the cost of the audit shall be borne fifty-fifty (50% by Grantee and 50% by the City). In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to more than five percent (5%) of the Grant Award, then Grantee shall be responsible for the entire cost of the audit.

Notwithstanding the foregoing, the City shall have the right for any reason whatsoever to perform, or cause to be performed an independent audit. Such audits may cover programmatic as well as fiscal matters. Grantee will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by the City.

e. Disallowed Costs. Grantee is liable for repayment of disallowed costs as determined by the City. Disallowed costs may be identified through audits, monitoring or other sources.

8. ASSIGNMENT; COLLABORATION WITH SERVICE PARTNER

a. Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

b. Notwithstanding the foregoing, to the extent set forth and described in the Scope of Services, Grantee may work with collaborative service partners, which may include any entity that will share resources that impact the delivery of the proposed services (such as school sites and school districts where services may be provided, as well as other non-profit community service organizations), provided that Grantee shall first enter into a written agreement with any collaborative partner ("Service Partner Agreement") in the form provided by the City.

9. RELATIONSHIP OF PARTIES

It is understood and agreed by and between the parties that Grantee in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of the City in any matter. Grantee further agrees that it will not in any manner hold itself out as the agent or representative of the City or act in such a fashion as would give the impression to a reasonable person that Grantee is acting in such a capacity.

10. INDEMNITY

Grantee shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, employees, agents or volunteers, in the performance of services related to this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify. The existence or acceptance by City of insurance policies or coverages described in this Agreement shall not affect or limit any of the City's rights under this agreement. This Section shall survive expiration or sooner termination of this Agreement.

a. **Insurance Requirements.** During the entire term of this Agreement, GRANTEE shall maintain the insurance coverage described in this Section 10.

Full compensation for all premiums that Grantee is required to pay for the insurance

coverage described herein shall be included in the compensation specified for the Services provided by Grantee under this Agreement. No additional compensation will be provided for Grantee's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Grantee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Agreement.

a. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its sub-consultants, and subcontractors, products and completed operations of Grantee, its sub-consultants, and subcontractors, and premises owned, leased, or used by Grantee, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Grantee.

No automobile liability insurance shall be required if Grantee completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Grantee initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City. If no work or services will be performed on or at City facilities or City Property, the City Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is not required. _____ (City Representative initials)

No Workers' Compensation insurance shall be required if Grantee completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Grantee initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee, its sub-consultants, and subcontractors; products and completed operations of Grantee, its sub-consultants, and subcontractors; and premises owned, leased, or used by Grantee, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Grantee's insurance coverage, including excess insurance, shall be primary insurance as respect to City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Grantee's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(3) Coverage shall state that Grantee'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.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

(3) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Grantee or cancel the Agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

F. Subcontractors

Grantee shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

11. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Grantee (including Grantee's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Grantee nor Grantee's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the Grant Award. As an independent contractor, Grantee hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Grantee's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. If, in the performance of this Agreement, any third persons are employed by Grantee, such persons shall be entirely and exclusively under the direction, supervision, and control of Grantee. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Grantee. It is further understood and agreed that Grantee shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Grantee's assigned personnel and subcontractors.

c. The provisions of this section shall survive any expiration or termination of this Agreement.

12. TERM, TIME OF PERFORMANCE, SUSPENSION, TERMINATION FOR CAUSE, TERMINATION WITHOUT CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall expire on October 31, 2016 ("Term"), unless sooner terminated as provided herein.

b. The Program shall be conducted in accordance with the schedule set forth in Exhibit A and shall be completed by October 31, 2016.

c. City shall have the right at any time to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this Agreement, as specified in such notice.

d. Manager may, with or without prior notice to Grantee, at any time in his or her

absolute discretion, elect to suspend or terminate payment to Grantee, in whole or in part, terminate work or expenditures by Grantee, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following occurrences:

1. If Grantee (with or without knowledge) made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement;

2. If there is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;

3. If Grantee, without having obtained City approval, has taken any action pertaining to the Program, which requires City approval;

4. If Grantee makes improper use of the Grant Award;

5. If Grantee fails to comply with any of the terms and conditions of this Agreement including without limitation, Grantee's failure to carry out the Program.

6. If Grantee submits to City any report which is incorrect or incomplete in any respect, or is untimely.

7. Each of Grantee's obligations under this Agreement shall be deemed material.

e. This Agreement may be terminated by either party by giving thirty (30) days notice to the other in writing of its intent to terminate the Agreement.

Upon such notice, Grantee shall cease any further work related to this Agreement. Nothing in this Agreement shall be deemed to be a waiver of the City's right to recover from Grantee any portion of the Grant Award that has not been spent in accordance with this Agreement or that has not been spent as of the date of notice under this subsection.

13. STANDARD OF PERFORMANCE

Grantee shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Grantee's profession in California. Grantee shall assign only competent personnel to perform services under this Agreement. Grantee shall notify City in writing of any changes in Grantee's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Grantee to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Grantee shall

remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Grantee covenants that neither it, nor any officer or principal of its corporation, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Grantee's performance of services under this Agreement. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Grantee agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Grantee may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Grantee agrees to protect all City Information and treat it as strictly confidential, and further agrees that Grantee shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Grantee shall comply with all City policies governing the use of the City network and technology systems. A violation by Grantee of this Section 14 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

Grantee shall maintain the confidentiality of information gathered and all records generated under this Agreement pursuant to applicable Federal and State laws, subject, however, to reports to child abuse reporting agencies required by law.

16. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Grantee shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"),

and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq*.

d. Non-discrimination. Except as permitted by law, Grantee shall not, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, refuse to hire or employ the person or refuse to select the person for a training program leading to employment, or bar or discharge the person from employment or from a training program leading to employment, or discriminate against the person in compensation or in terms, conditions, or privileges of employment.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Any grant award or acceptance by City of any service performed by Grantee under this Agreement, any waiver by City of any default, breach or condition precedent, shall not be construed as a waiver of any provision of this Agreement by City, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Successor and Assigns. Grantee binds itself, its partners, successors, legal representatives and assigns to City with respect to all promises and agreements contained herein.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

GRANTEE
Name of Agency: _____

TYPE OF BUSINESS ENTITY *(check one)*:
_____ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Derrell K. Roberts

Title: C.E.O.

Attachments:
Exhibit A – Scope of Services
Exhibit B – Budget and Budget Narrative

CITY OF SACRAMENTO,
a municipal corporation

By: _____
John F. Shirey,
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney's Office