
File ID: 2024-01983

1/7/2025

Consent Item 8.

Sacramento Youth Development Plan Fund: Contract with Grantee PRO Youth and Families

File ID: 2024-01983

Location: Citywide

Recommendation: Authorize the City Manager or City Manager’s designee to execute a Sacramento Youth Development Plan Fund (SYDPF) grant agreement with PRO Youth and Families with a not-to-exceed amount of \$270,652.

Contact: Rene Kausin, Youth Development Program Manager, (916) 808-6157, rkausin@cityofsacramento.org, Department of Youth, Parks, & Community Enrichment (YPCE)

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-PRO SYDPF Contract

Description/Analysis

Issue Detail: PRO Youth and Families submitted a proposal in response to a Request for Proposals (RFP) released on March 19, 2021, and was selected by a Review Panel for funding. The previous grant agreement expired before PRO Youth and Families’ programming and funding was completed. A new agreement is being executed to complete the proposed programming and provide final payment.

Policy Considerations: This report is consistent with implementation of the Council- approved Citywide Youth Development Plan & Framework for Children and Youth Programs, Framework for Inclusive Economic & Community Development, and the Resolution Defining the City of Sacramento’s Public Safety Services [to include] Youth-Centered Prevention Services.

Economic Impacts: Vast research shows that investing early in the healthy development of young people can have long-term positive impacts both on an individual’s future outcomes and on the public in the form of upstream savings and a broader, more civically engaged tax base.

Environmental Considerations: None.

Sustainability: Not applicable.

Commission/Committee Action: On May 4, 2021, the City Council voted to establish the Children & Youth Services Program, with an appropriation of \$6 million, as well as approved the award and execution of selected grant agreements. (Resolution #2021-0102.)

Rationale for Recommendation: Founded in 1981, PRO Youth & Families is dedicated to engaging youth in opportunities that inspire hope. The organization is guided by the core values of putting youth first, fostering a sense of belonging, promoting collaboration, and instilling hope. Through strategic partnerships with schools, community organizations, local governments, and the private sector, PRO empowers young people to become leaders and change-agents in their communities. PRO Youth and Families engages over 70 organizations in collaborative projects supporting youth, families, and nonprofits to learn, earn, and thrive.

PRO Youth & Families, as part of its Youth & Family Collective initiative, submitted a grant proposal for their Pathways & Partnerships for Youth Workforce Development program. The project seeks to align youth skill development with employer needs, connect youth with a continuum of workforce development opportunities, and address systemic inequality faced by under-served youth. PRO will partner with other community-based organizations to bring together a cross sector of youth workforce development stakeholders to create an action-oriented community of practice, ensuring representation from five key groups: 1) Youth; 2) Community-based organizations; 3) Education; 4) Employers; and 5) Government/Public sector.

The goal of their Pathways and Partnerships program is to drive cross-sector communication and coordination in the youth workforce development ecosystem to improve youth worker- and employer-level outcomes. They seek to align youth skill development with employer needs, connect youth with a continuum of workforce development opportunities, and address systemic inequality faced by under-served youth.

Financial Considerations: There is sufficient funding in the Youth Pop Up Events Project (I02001800) to fund the grant agreement with PRO Youth and Families.

Local Business Enterprise (LBE): Eligible respondents received an LBE incentive of 5% (5 points) added to their overall scores. PRO Youth and Families met the requirement for these preference points and was awarded these points during the review process.

Background: In December 2017, the Sacramento City Council adopted a Citywide Youth Development Plan & Framework for Children and Youth Programs (“Plan”), that is intended to guide the City in the design, operations, and evaluation of its children and youth programs. The Plan lays out a set of goals that the City will strive to achieve through its own programs and through strategic

partnerships.

In February 2021, the Sacramento City Council allocated funding for a grant program (SYDPF) that advances the Plan and reflects community informed youth spending priorities. The grant program includes mental health, workforce development, academic support, and violence intervention programming to be provided by community-based organizations serving children and youth from birth through 24 years of age (particularly the most vulnerable) who live or go to school in Sacramento city limits.

The City issued a Request for Proposals (RFP) seeking proposals from community-based organizations willing to offer youth development programs for fiscal year 2021-22 and 2022-23. A total of 15 proposals were selected for funding, PRO Youth and Families among them.

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 07/01/2024 Contract Expiration Date (if applicable): 12/30/2025
 \$ Amount (Not to Exceed): \$270,652 Adjusted \$ Amount (+/-): \$0
 Other Party: PRO Youth and Families
 Project Title: SYDPF
 Project #: _____ Bid/RFQ/RFP #: _____
 City Council Approval: YES if YES, Council File ID#: 2021-00376

Contract Processing Contacts

Department: Youth, Parks and Community Enrichment Project Manager: Rene Kausin
 Contract Coordinator: Laura Littlefield Email: llittlefield@cityofsacramento.org

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	<i>Rene Kausin</i>	12/10/2024
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

YOUTH DEVELOPMENT PROGRAM GRANT AGREEMENT

This Grant Agreement (“Agreement”), dated July 1, 2024 (the “Execution Date”), is between the City of Sacramento, a municipal corporation (“City”), and PRO Youth and Families Inc., a California non-profit corporation (“Grantee”).

Background

- A. In December 2017, the Sacramento City Council adopted a Citywide Youth Development Plan & Framework for Children and Youth Programs (“Plan”), attached as Exhibit B, that is intended to guide the City in the design, operations, and evaluation of its children and youth programs. The Plan lays out a set of goals that the City will strive to achieve through its own programs and through strategic partnerships.
- B. In February 2021, the Sacramento City Council allocated funding for a grant program that advances the Plan and reflects community informed youth spending priorities. The grant program includes mental health, workforce development, academic support, and violence intervention programming to be provided by community-based organizations serving children and youth from birth through 24 years of age (particularly the most vulnerable) who live or go to school in Sacramento city limits.
- C. The City issued a Request for Proposals (RFP) seeking proposals from community-based organizations willing to offer youth development programs for fiscal year 2021-22 and 2022-23. Grantee submitted a proposal which included proposed services and costs. City and Grantee have reviewed the proposal and have agreed on the scope of services and costs. However, certain marketing and reporting requirements from the RFP are set forth in Exhibit A which apply regardless of the scope of services attachment. Grantee has been selected to receive a grant to fund a youth development program as specified under the provisions of this Agreement.
- D. City and Grantee reviewed the proposal and agreed on the scope of services and costs. The City paid Grantee \$89,348 on 5/24/2022 (Purchase Order #64328).

Agreement

City and Grantee enter into this Agreement for the purpose of establishing each party’s rights and obligations with regard to the disbursement and expenditure of the City Funds (defined below) for the Authorized Activities (defined below) as follows:

1. **Term.** This Agreement takes effect as of July 1, 2024 (the “Effective Date”) and expires on December 31, 2025 (the “Expiration Date”).
 - (a) Either party may terminate this Agreement early by giving the other party notice in accordance with Section 10 at least 30 calendar days before the termination date set forth in the notice. In addition, this Agreement is subject to early termination with a shorter notice period under Section 9.

2. Grant Funds – Services and Budget. Grantee has been awarded a grant in an amount not to exceed \$270,652.00 (the “City Funds”) solely to carry out the activities listed in Attachment 1 (“**Authorized Services**”) in accordance with the budget listed in Attachment 2 (“**Approved Budget**”). The Authorized Activities and the Approved Budget are based on compliance with the terms of City’s Request for Proposals for Youth Development Plan Funding (RFP) and Grantee’s Proposal, which are incorporated as part of this Agreement by this reference, along with Exhibits A and B. In the event of any conflict between Exhibits A and B, Attachment 1, Attachment 2 and the City’s RFP and Grantee’s Proposal, the terms of Exhibits A and B, the Attachments, and this Agreement shall control and prevail.

Grantee shall perform all services 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.

Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City. Grantee agrees that the City shall have the right to approve any and all subcontractors to be used by Grantee in the performance of the Authorized Services this Agreement before Grantee contracts with or otherwise engages any such subcontractors unless they are identified in Attachment 1. Notwithstanding the foregoing, to the extent set forth and described in the Authorized Activities, Grantee may work with collaborative service partners, which may include any entity that will share resources that impact the delivery of the services (such as school sites and other non-profit community service organizations), provided that Grantee shall ensure that it obtains all necessary permits to conduct the Authorized Services at such sites.

3. City Funds Disbursement. City will disburse to Grantee 70% of the City Funds for the project within 30-60 days of the Execution Date. City will disburse to Grantee the remaining 30% of the City Funds within 30 days from the date of receipt of the required final report and documents. Grantee shall return any unexpended City Funds to the City within 30 days from the end of the grant funded program or the Expiration Date, whichever occurs first.

4. Restrictions on Use of City Funds. Grantee may expend the City Funds only for Authorized Activities based on its Proposal that are provided during the Term of this Agreement, subject to the following limitations:

- (a) Grantee may not use the City Funds for: (i) its overhead, general organization, and administrative expenses which are not directly related to performing the Authorized Activities; (ii) building maintenance, utilities, and similar operating costs of a facility unless it is used primarily by the grant program participants; (iii) fundraising and lobbying activities; (iv) expenses associated with the preparation of the Proposal, negotiating the terms of this Agreement, and costs incurred prior to the Effective Date unless included in the Approved Budget; or (vi) expenses not listed in the Approved Budget.
- (b) Grantee shall not adjust any line-item expenditure in the Approved Budget by more than 10% without the prior written approval of the City Representative listed in Section 10. Grantee shall submit requests for line-item adjustments in accordance with the notice procedures in

Section 10.

- (c) Grantee may not use the City Funds to supplant (displacing or replacing) funds provided by other entities or held by Grantee prior to the Effective Date to provide other youth services already being funded by those entities or donations received by Grantee for such other youth services.
- (d) This Section 4 will survive the expiration or termination of this Agreement.

5. Accounting and Reporting.

- (a) Grantee shall keep all City Funds received under this Agreement separate from all other funds under its control.
- (b) 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: All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement and all other matters covered by this Agreement. The records shall document all financial transactions, including but not limited to contracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges paid with the City Funds. Grantee shall submit to the City, at such times and in such forms as the City may require, such records pertaining to matters covered by this Agreement.
- (c) Grantee shall allow its records related to the services provided under this Agreement for inspection and audit by City. At City's election, the City Accounting Manager or City Auditor, at all reasonable times, may audit Grantee's books, records, and accounts to determine whether the Grantee has complied with the terms of this Agreement. 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. This Section 5(c) will survive the expiration or termination of this Agreement.
- (d) Within the time period specified in Attachment 1, Grantee shall provide City with progress reports which lists the number of youth participating in the program and other matters regarding the program as listed in the Authorized Services and outlined in Exhibit A and Attachment 1A.
- (e) Within 30 calendar days after either completion of the Authorized Services or the Expiration Date, whichever occurs first, Grantee shall provide City with a final report that lists the program accomplishments and expenditure of the City Funds. Grantee's failure to provide the final report or Grantee's unauthorized use of City Funds may result in the Grantee being barred from being eligible for City grant funding in future years.

(f) If the City Accounting Manager or City Auditor determines that the City Funds were expended by Grantee for uses not listed in the Authorized Budget or in violation of the restrictions listed in Section 4, upon receipt of the written demand issued by City which details the unauthorized expenditures, Grantee shall reimburse City for the amount of the unauthorized expenditures. Reimbursement shall be made by check payable to the City and delivered to the City Representative at the address set forth in Section 10 within 30 days from the date of the demand for repayment. This Section 5(f) will survive the expiration or termination of this Agreement.

6. Inspection, Monitoring, Evaluation and Program Changes. 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 offices and facilities engaged in performance of services under this Agreement. No prior notice to Grantee of such inspection by City shall be required.

Grantee shall furnish all data, statements, records, information, and reports necessary for the City to monitor, review and evaluate Grantee's performance of the Authorized Services. Grantee shall cooperate with the City in the conduct of any evaluation of Grantee's youth development program and services. Grantee shall further cooperate to incorporate minor modifications to the program that may be discovered as necessary and appropriate as a result of feedback from the monitoring and evaluation process. City shall have the right to request the services of an outside agent to assist in any such evaluation, which services shall be paid for by the City.

Grantee recognizes and agrees that an evaluation of the Authorized Services will be completed after the expiration of the first year or the Term. In the event funding for a second year is included in this Agreement, Grantee acknowledges and agrees that such additional funding may be determined based on the results of the evaluation process and City may request changes to the Authorized Services and Approved Budget for the second year of services.

7. Non-Discrimination. Grantee shall not discriminate against any program participant on the grounds of sex which includes gender identity and gender expression, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language or immigration status. The foregoing is based on Section 51 of the CA Civil Code, which is incorporated herein by reference as if set forth herein in full, and includes any other applicable federal, state, or local law prohibiting discrimination.

If Grantee is a religious organization, Grantee may not require program participants to engage in any activity or ceremony associated with education or advocacy of that organization's religious beliefs or creed. However, the program offered by Grantee under this Agreement may be held within a church building or a building that may include religious statutes or displays associated with that organization's beliefs or creed.

8. Criminal Background Check. Grantee and all of its employees, volunteers and subcontractors which will have supervisory or disciplinary authority over minors or will have direct contact with minors who are provided services under this Agreement are required to be fingerprinted and checked for certain types of criminal convictions before providing services per California Public Resources Code

Section 5164 and California Education Code Section 10911.5. Grantee shall require its employees, volunteers and subcontractors providing services to minors under this Agreement to minors to submit to being fingerprinted for the criminal conviction review by the State Department of Justice. City may require Grantee to submit evidence of Grantee's compliance with this requirement at any time during the Term of this Agreement.

If any at time after the criminal conviction review process has been completed, Grantee or any of its employees, volunteers or subcontractors is arrested for a felony or misdemeanor involving moral turpitude, Grantee shall immediately notify the City Representative listed in Section 10. City may suspend the right of such person(s) to continue to provide services to minors under this Agreement until the charges are dismissed or there is a settlement or conviction, and City may terminate this Agreement in lieu of suspension at its sole discretion.

- 9. Suspension and Termination.** 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.

This Agreement may be terminated prior to the Expiration Date by either party by giving thirty (30) days' notice to the other in writing of its intent to terminate the Agreement for its convenience. 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 City Funds that have not been spent in accordance with this Agreement or that have not been spent as of the date of notice.

City may terminate this Agreement for breach prior to the Expiration Date if the City Manager or the City Manager's designee determines that any of the following circumstances has occurred:

- (a) Grantee has failed submit records when requested or improperly used the City Funds (see Sections 4 and 5);
- (b) Grantee has made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement;
- (b) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect Grantee's ability to implement the Authorized Services;
- (c) Grantee has violated the non-discrimination provisions or the religious restrictions in Section 7;
- (d) Grantee has failed to conduct criminal background checks as provided in Section 8;
- (e) Grantee or has failed to perform or has performed unsatisfactorily any term of this Agreement, including failure to submit the required reports and documents after the first year of the Term; or

(g) Grantee has completed the Authorized Services and submitted the required reports in accordance with Sections 5 and 6, so there are no further obligations by any party under this Agreement.

10. Representatives and Notices. Grantee shall assign a single program coordinator who shall have overall responsibility for the performance of this Agreement by Grantee. Should circumstances or conditions require a substitute Grantee coordinator, Grantee shall notify the City Representative identified below.

Any notice under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 10 to the persons identified below or their successors. If mailed, the notice will be effective on the second calendar day from the date it is deposited in the United States Mail addressed as set forth below with postage prepaid. A notice sent in any other manner (e.g., e-mailed or hand-delivered) will be effective or will be considered properly given when actually delivered.

If to Grantee: Staci Anderson
 President & CEO
 Pro Youth and Families, Inc.
 3780 Rosin Court. STE 120
 (916) 576-3300
 Stacia@proyouthandfamilies.org

If to City: Rene Kausin
 Youth Development Program Manager
 City of Sacramento
 915 I Street, 3rd floor
 Sacramento CA 95814
 (916) 808-6157
 RKausin@cityofsacramento.org

Any party may change its address for these purposes by giving written notice of the change to the other parties in the manner provided in this Section 10.

11. Indemnity. Grantee shall defend, hold harmless, and indemnify City, its officers, employees, and agents from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to Grantee's acts or omissions under this Agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for

any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its officers, employees, agents, or independent contractors who are directly responsible to City. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

12. Insurance. During the term of this Agreement, Grantee shall maintain at its sole expense insurance coverage as follows:

- (a) 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 Grantee, products and completed operations of Grantee, and premises owned, leased, or used by Grantee, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.
- (b) Automobile Liability Insurance is required if Grantee provides transportation for program participants 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of Grantee.

No automobile liability insurance is required if Grantee certifies as follows:

“Grantee certifies that a motor vehicle owned by Grantee will not be used in the performance of any work or services under this Agreement. If, however, Grantee requires any employees of Grantee to use their personal vehicle to perform services under this Agreement, Grantee understands that it must require the automobile owner to maintain and provide evidence of 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 occurrence.”

SA _____ (Grantee initials)

- (c) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). 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.”

SA _____ (Grantee initials)

- (d) The Commercial General Liability and Automobile Liability policies must contain, or be endorsed

to contain, the following provisions:

- (1) The City, its officials, employees, and agents must be covered by policy terms or endorsement as additional insureds.
- (2) Grantee's insurance coverage is primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents is in excess of Grantee's insurance and does not contribute with it.
- (3) The City must be provided with 30 days' written notice of cancellation or material change in the policy language or terms.

- (e) Insurance must 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 12 must be declared to and approved by City in writing prior to execution of this Agreement.
- (f) Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements must be forwarded to the City Representative named in Section 10. Copies of policies must be delivered to City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
- (g) 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 Exigis LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to: certificates-sacramento@riskworks.com

- (h) The City may withhold payments to Grantee or terminate the Agreement if the insurance is canceled or is not renewed as required by this Section 12.
- (i) Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by Grantee in connection with this Agreement.

13. Conflicts of Interest. During the Term of this Agreement, Grantee, its officers, directors, employees, and agents shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of City or that in any way hinders Grantee's performance under this Agreement.

14. Miscellaneous.


- (a) *Compliance with Applicable Laws.* Grantee shall conduct its affairs and carry on its operations in compliance with all applicable federal, state, and local laws. Grantee must be registered and in good standing with the Registry of Charitable Trusts maintained by the California Attorney General and the corporation must be registered, active, and in good standing with the Secretary of State corporation filings.
- (b) *Assignment.* Grantee may not assign or otherwise transfer this Agreement or any interest in it without City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this Section 14(b) is void.
- (c) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This Section 14(c) does not constitute the City's consent to any assignment of this Agreement or any interest in this Agreement.
- (d) *Independent Contractors.* Grantee may assign employees and volunteers or contract with third parties to perform the Authorized Services at its exclusive discretion and the services of such assigned employees, volunteers and third parties shall be at the sole expense of Grantee and they shall not be entitled to any benefits payable to employees of City.
- (e) *Third Parties.* This Agreement is for the sole benefit of Grantee and City and no other person or entity shall be entitled to rely upon, enforce, or receive any direct benefit from this Agreement.
- (f) *No Joint Venture.* It is understood and agreed that each party is an independent person, entity or government agency and that this Agreement shall not create a relationship between City and Grantee of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent.
- (g) *Interpretation and Exhibits.* This Agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2, and Exhibits A and B are part of this Agreement.
- (h) *Waiver of Breach.* A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (i) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.

- (j) *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.
- (k) *Time of Essence.* Time is of the essence in performing this Agreement.
- (l) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.
- (m) *Authority.* 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.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first stated above.

City of Sacramento

By: 

Ryan Moore, Assistant City Manager
For: Howard Chan, City Manager

12/11/2024


Approved as to Form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
Assistant City Clerk

PRO Youth and Families, Inc.

By: 

Staci Anderson (Dec 10, 2024 12:22 PST)
Staci Anderson, President & Executive Director

12/10/2024

EXHIBIT A
MARKETING AND REPORTING REQUIREMENTS

Grantee shall comply with the following requirements in administration of the Youth Development program financed with the City Funds:

1. Marketing Requirements

Grantee shall support the efforts and promotion of Citywide Youth Investments. This requirement includes the following tasks:

- a. All collateral (brochures, posters, social media posts, giveaways) developed using the City Funds must include the following statement and Measure U Logo. "This program is funded by City of Sacramento, Paid for by Measure U."
- b. Participate in trainings related to Citywide outreach efforts or programs deemed important by City Program Managers.

2. Site Visits

The City reserves the right to conduct monitoring visits, with reasonable notice, at any time during the grant agreement period. These on-site or virtual visits will enable the Grantee to show City staff day-today program operations.

3. Reporting Requirements

Grantee is required to provide quarterly, mid-year, and end-of-year reports, as well as participant surveys and expenditure reports, which serve as critical elements in the City's grant monitoring and oversight process. If Grantee is unable to demonstrate sufficient progress towards program objectives or Grantee is unable to demonstrate spending in accordance with the Agreement's budget (Attachment 2), City could withhold funding and terminate the Agreement and/or disqualify Grantee from award of future City youth development grants.

As part of the reporting requirements, Grantee is required to collect basic participant demographic information, administer a participant survey, and submit reports that demonstrate the implementation of grant activities and progress/completion of program goals, for each year of the Agreement period, as follows (reporting templates will be provided):

- a. Quarter 1 Report (expenditures, participants, activity status)
- b. Mid-Year Progress Report (expenditures, participants, activity status, progress towards objectives, survey status, program highlights)
- c. Quarter 3 Report (expenditures, participants, activity status)
- d. End-of-Year Report (expenditures, participants, activity status, assessment of objectives, survey status, program highlights and challenges)

4. Grant Expenditure Accounting and Reporting

Grantee shall track the City Fund expenditures as a standalone project, activity code, or assigned project to prevent the commingling of other organization expenses not related to the grant-funded program.

Grantee's expenditure reporting must align with the Budget (Attachment 2) and must include documentation corroborating all expenses including time sheets and receipts with written justification as to the purpose of the expenditure. Should the City find the documentation submitted to be insufficient or the Grantee used City Funds for ineligible costs, the City reserves the right to terminate the Agreement, withhold future payments, and/or seek reimbursement.

5. Grant Administration Costs

To ensure successful management of the proposed program, Grantee (especially grassroots, emerging or small applicant types) were encouraged to propose a reasonable amount in their budget to administer the program (see RFP- Applicant Types & Funding Priorities, pp. 7-10), which includes staff time and data collection tools/technology required to meet grant agreement reporting requirements. As a result, City does not intend to increase the amount of the City Funds if Grantee did not allocate a sufficient amount for program administration costs in its Budget (Attachment 2).

EXHIBIT B

Citywide Youth Development Plan & Framework for Children and Youth Programs

CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

VISION

All Sacramento children and youth are valued and reach their fullest potential.

MISSION

The City of Sacramento leads collaboratively to provide systemic and sustainable investments and opportunities, harnessing collective assets to champion intentional and equitable pathways for young people to succeed.

VALUES STATEMENT

- ✿ **Youth Voice:** We honor the youth's statement, "Nothing about us without us."
- ✿ **Elimination of Systemic Barriers:** We believe it is our responsibility to actively seek ways to break systemic barriers so that youth have access and ability to fully utilize resources and supports.
- ✿ **Cultural Humility:** We commit to acknowledging our individual and institutional biases, accepting that there are gaps in our knowledge, and being open to new ideas.
- ✿ **Mutual Respect:** We build relationships through developing a culture of mutual respect and inclusivity.
- ✿ **Integrity:** We believe in conducting our work in an honest, moral, ethical, and accountable manner.
- ✿ **Innovation:** The *status quo* is unacceptable if it is not improving the lives of Sacramento children and youth, and thus, we call for thinking outside of the box to better support Sacramento's youngest residents.
- ✿ **Courage:** We believe that having the audacity to take risks, stand up for what is right, and address the most challenging situations is unquestionable.

GOALS: Through its own programs and strategic partnerships, the City of Sacramento will strive to achieve the following goals.

- ✿ Contribute to the healthy development of **children ages 0-5** so that they are prepared for school;
- ✿ Provide resources, support, and connection to effective programs and services that lead to **success in education**;
- ✿ Build **21st century skills** including leadership, workforce development, life, resiliency, and social-emotional skills;
- ✿ Provide opportunities for young people to become **active and engaged community members**;
- ✿ Create a **safe environment**, both physically and emotionally, in all settings, honoring culture and community;
- ✿ Promote **equity, justice, and accountability** with a concerted application of resources toward those youth in greatest need;
- ✿ Empower **families** to engage in their children's healthy development; and
- ✿ Implement the **youth development framework** in all program design, operations, and evaluation.



CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

PROPOSED FRAMEWORK FOR CHILDREN & YOUTH PROGRAMS

When designing, implementing, and evaluating its children and youth programs, the City of Sacramento will strive to offer all young people, regardless of background, the highest-quality youth development experiences. To ensure these experiences result in positive outcomes, the City and its partners will provide youth with research-based supports and opportunities that integrate a set of social justice principles, aligning with the City's core values, into staff, program delivery, and organizational/institutional practices.

Social Justice Principles

- Analyze Power in Social Relationships
- Promote Systemic Social Change
- Make Identity Central
- Encourage Collective Action
- Embrace Youth Culture



Supports and Opportunities

Safety

- Emotional
- Physical
- Cultural

Relationship-Building

- With adults
- With peers

Skill-Building

- Challenging
- Interesting
- Leading to growth and mastery

Youth Participation

- Input and decision-making
- Opportunities for leadership
- Sense of belonging

Community Involvement

- Ability to impact community



**ATTACHMENT 1
AUTHORIZED SERVICES**

To help ensure a high-quality youth development experience, Grantee shall make every effort to integrate the five-youth development supports and opportunities and social justice principles outlined in the Plan (Exhibit B) when designing and implementing programming. The Grantee shall use the funds provided by the City under this Agreement solely to do the following:

Agency Name: PRO Youth and Families
Program Name: Pathways & Partnerships
Location: Citywide
Programmatic Period July 1, 2024 – December 31, 2025

Summary of Program: The goal of Pathways & Partnerships is to drive communication and coordination in the youth workforce development ecosystem to improve youth worker- and employer-level outcomes, using an approach that addresses systemic equity issues and increases access to workforce opportunities for historically underserved youth.

The project includes three key objectives including; (1) creating a youth workforce development community of practice to improve cross-sector relationships, collaboration, and resource sharing; (2) pilot solutions to improve communication and youth access to opportunities and improve youth- and employer-level workforce needs; and (3) train adult community of practice members to address youth workforce barriers caused by mental wellness using PRO Youth’s MindOneSix trainer curriculum.

Timeline and Description of Program Activities and Services to be Provided:

Activities	Timeline/Dates	PRO Activities	Intended Outputs & Evidence
A. PRO team meets with existing work groups and youth workforce providers	Monthly for the Project Duration	1. Attend approximate 3 meetings per month as a liaison for the Community of Practice (B). 2. Share findings/info with Community of Practice.	1. 50 external meetings attended; as evidenced by meeting agendas or meeting artifacts such as slide decks or video recordings. 2. Data shared with with CoP; as evidenced by CoP meeting agendas, slide decks, or video recordings.
B. Community of Practice (CoP): Identify/recruit, engage, and incentivize youth and adult workforce stakeholders to improve cross-sector relationships,	1. Recruitment of Adult Stakeholders (Aug – Sept 2024) 2. Adult	1. Recruit diverse representation of up to 10 adult stakeholders (CBOs, school districts, local	1. Contracts/MOUs collected by 10 adult workforce stakeholders. 2. 13 CoP meetings facilitated by PRO; as evidenced by meeting

<p>collaboration, and resource sharing; to provide training; to develop resources (Youth Workforce Culture Toolkit, Youth-Friendly Workplace Assessment Tool, Youth Workforce Skills Certificate, Youth Opportunity Hub); and host a culminating event to share the tools and other findings with the broader community.</p>	<p>Stakeholder Convenings (Sept – Nov 2024)</p> <p>3. Recruitment of Youth Stakeholders (Dec 2024 – Jan - 2025)</p> <p>4. Ongoing Monthly Stakeholder Meetings (Dec 2024 – Oct 2025)</p> <p>5. Culminating Event (Dec 2025)</p>	<p>government, business, etc.).</p> <p>2. Contracting/ MOU with adult stakeholders.</p> <p>3. Development and facilitation of monthly stakeholder meetings.</p> <p>4. Recruitment of diverse representation of up to 8 Youth Stakeholders.</p> <p>5. Engage stakeholders in the development of Toolkit, Assessment Tool, and skills certificate).</p> <p>6. Design and production of the items in #5.</p> <p>7. Oversight of the culminating event logistics.</p>	<p>agendas, slide decks, or video recordings.</p> <p>3. 8 youth CoP members engaged; as evidenced by one or more of the following: written participation agreements, payment of stipend funds, meeting agendas, slide decks, or video recordings.</p> <p>4. Development of Toolkit, Workplace Assessment Tool, Opportunity Hub, and Youth Skills certificate; as evidenced by links and PDFs of draft and final documents; link to IMAGO site for skills certificate; link to Opportunity Hub on Band.us.</p> <p>5. Culminating event; as evidenced by save the date and invitations created, guest lists, slide decks, photos, videos, evaluation forms, etc.</p>
<p>C. Pilot solutions to improve communication and youth access to opportunities and improve youth- and employer-level workforce needs.</p>	<p>1. Planning and development of solutions (Sept 2024 – June) 2025)</p> <p>2. Testing of solutions (July - Sept 2025)</p> <p>3. Findings and proposed iterations (Oct 2025)</p> <p>4. Dissemination of findings.</p>	<p>1. Lead focus groups with Community of Practice.</p> <p>2. Summary of Findings shared with CoP.</p> <p>3. Proposed drafts of solutions shared with CoP for feedback.</p> <p>4. Refinement of solutions and development of prototypes; obtain final review and</p>	<p>1. Focus group findings will be summarized and shared as evidenced through CoP meeting agendas, slide decks, and videos.</p> <p>2. Solution drafts and prototypes as evidenced by PDF files and links to documents.</p> <p>3. Solutions feedback will be collected via electronic surveys delivered to youth and adults via the Alchemer</p>

		<p>approval of prototypes from CoP.</p> <p>5. Engage stakeholders to test solutions and gather feedback.</p> <p>6. Summarize feedback for CoP and solicit recommendations for improvements.</p> <p>7. Share findings and recommendations at culminating event.</p>	<p>platform; summary of findings will be provided.</p> <p>4. Findings and recommendations will be shared with the CoP and attendees of the culminating event as evidenced by meeting agendas, slide decks, videos, etc.</p>
<p>D. Train adult Community of Practice (CoP) members to address youth workforce barriers caused by mental wellness using PRO Youth’s MindOneSix trainer curriculum. This will inform the development of solutions.</p>	<p>1. Deliver MindOneSix Training (1 week – November 2024)</p>	<p>1. PRO staff delivers MindOneSix training and provides additional training and technical assistance to CoP members for the duration of the grant period.</p> <p>2. PRO will conduct Pre/Post surveys from participants.</p>	<p>1. 10 CoP members will complete the MindOneSix training; participation will be documented via attendance taken by facilitator(s).</p> <p>2. Pre/Post surveys will be administered to participants via the Alchemer survey platform and a summary of findings will be provided.</p>
<p>E. Recruit and mentor 3 paid Youth Interns for curation and administrative support for the Youth Opportunity Hub.</p>	<p>1. Recruitment, Interviews and Hiring process (September – October 2024)</p> <p>2. Planning phase/development (Nov – Dec 2024)</p> <p>3. Youth Opportunity Hub launch (Jan 2025)</p> <p>4. Site is live and promoted to youth (Jan – September 2025)</p>	<p>1. Recruit, hire, and interview youth interns.</p> <p>2. Complete PRO New Hire process.</p> <p>3. Engage youth interns in planning and development scoping sessions.</p> <p>4. Ongoing supervision and mentorship of interns.</p> <p>5. Evaluation of youth interns.</p>	<p>1. 8 interns will be recruited as evidenced by recruitment materials, number of applications received, and number of interviews conducted.</p> <p>2. Ongoing supervision and mentoring will be evidenced by meeting agendas.</p> <p>3. Employment and payment will be verified through PRO payroll records.</p>

<p>F. Culminating Event</p>	<ol style="list-style-type: none"> 1. Draft location, guest list and speaker or presenter possibilities (Spring and Summer 2025) 2. Save the Date (Sept 2025) 3. Secure speakers and presenters. 4. Draft formal invite and event agenda (Oct 2025) 5. Agenda finalized (Nov 2024) 6. Event reminders sent (Nov 2024) 7. Event Run-of-Show finalized (Dec 2025) 8. Event completed (Dec 2025) 	<ol style="list-style-type: none"> 1. Engage CoP members in the design of the event (theme, location, agenda, speakers, etc.) 2. Engage CoP in the development of the guest list. 3. Identify event roles for CoP members. 4. Obtain approval of event agenda from CoP. 5. Event marketing. 6. Secure speakers, event vendors, and venue. 7. Day-of-Event staffing. 	<ol style="list-style-type: none"> 1. 100 youth and adult attendees at the culminating event; as evidenced by sign-in sheets, photos, videos, evaluation forms, etc.
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<p>Adult Scope Outcomes</p>	<p>Scope Evaluation Method/Data Source</p>
<p>All Adult CoP stakeholders will report a 25% or greater increase in the following measures (over baseline established at start of project):</p> <ol style="list-style-type: none"> 1. Communication (formal and informal) among stakeholders; 2. Coordination among stakeholders; 3. Trust among stakeholders; 4. Methods to adjust their programs/services to make them more youth-friendly; 5. Methods to adjust their recruitment and retention strategies to incorporate youth voice into their workforce programming; 6. Likelihood of offering paid opportunities to youth; 7. Understanding of barriers to youth employment; 8. Understanding of how to address barriers to youth employment; 8. Knowledge of youth mental health needs and its impact on youth workforce success; 9. Practical tools to support positive youth mental wellness in the workplace; and 10. Awareness of youth workforce resources. 	<p>Stakeholder surveys (baseline, mid-, post surveys). • Project Management Milestone tracking • Convenings: Calendar, Agendas, Minutes.</p>

Youth Scope Outcomes	Scope Evaluation Method/Data Source
<p>All Youth CoP stakeholders and Youth Interns report a 25% or greater increase in the following measures (over baseline established at start of project):</p> <ol style="list-style-type: none"> 1. Youth voice and perspectives are more respected among the adult stakeholders; 2. How to recognize the qualities of youth-friendly jobs and paid opportunities; 3. Awareness of paid opportunities to youth; 4. Willingness, to advocate for their needs and the needs of their peers; and 5. Awareness of youth workforce resources; 6. Foundational skills that support college, career, and life success. 7. Connection to one or more trusted adults. <p>Youth Opportunity Hub: Month-over-Month increases over baseline established in the first month of launch in the following:</p> <ol style="list-style-type: none"> 1. Number of youth members signed up for the Youth Opportunity Hub; and 2. Number of paid opportunities posted. <p>Youth Skills Certificate – 25 youth complete 75% or more of the learning modules.</p>	<ul style="list-style-type: none"> • Youth Stakeholder and Intern surveys (baseline, mid-, post surveys). • Band.us platform monthly metrics • IMAGO user reports
Community Scope Outcomes	Scope Evaluation Method/Data Source
<p>Community partners who implement the Youth Workforce Assessment or the Youth Workforce Toolkit will report a 25% or greater increase in the following measures (over baseline established at start of project):</p> <ol style="list-style-type: none"> 1. Methods to adjust their programs/services to make them more youth-friendly; 2. Methods to adjust their recruitment and retention strategies to incorporate youth voice into their workforce programming; 3. Likelihood of offering paid opportunities to youth; 4. Understanding of barriers to youth employment; 5. Understanding of how to address barriers to youth employment; 	<ul style="list-style-type: none"> • Pilot project pre/post surveys. • Stakeholder interviews/focus groups.

ATTACHMENT 2: APPROVED BUDGET

Personnel		Annual Salary	Hrly Rate	FTE	HRS per wk	weeks	Hrs	
Chief Collaboration officer	RM	\$ 128,000.00	\$ 57.69		0.25	10	70	700 \$ 40,384.62
Community Education Manager	TBH	\$ 65,000.00	\$ 31.25		0.10	4	70	280 \$ 8,750.00
Project Coordinator	DS	\$ 60,000.00	\$ 28.85		0.10	4	70	280 \$ 8,076.92
Community Engagement Coordinator	ER	\$ 61,000.00	\$ 29.33		0.20	8	70	560 \$ 16,423.08
Data and Evaluation Manager	FA	\$ 72,000.00	\$ 34.62		0.10	4	70	280 \$ 9,692.31
Data Manager	CHW	\$ 65,000.00	\$ 31.25		0.10	4	70	280 \$ 8,750.00
Communications Manager	AR	\$ 65,000.00	\$ 31.25		0.10	4	70	280 \$ 8,750.00
Interns (3)	TBH		\$ 18.00		3	8	40	\$ 17,280.00
Personnel Subtotal								\$ 118,106.92
Taxes and Fringe (15%)								\$ 17,716.04
Personnel Total								\$ 135,822.96
CBO Support		Incentive Amount	Months	# of Partners/Youth				
MindOneSix Facilitator Incentive		\$ 1,000.00		10				\$ 10,000.00
CBO CoP Incentive		\$ 500.00	12	10				\$ 60,000.00
Youth CoP Incentive		\$ 250.00	9	8				\$ 18,000.00
Total								\$ 88,000.00
Program Expenses								
Supplies		\$ 75.00	12					\$ 900.00
Data Collection Tools		\$ 350.00	12					\$ 4,200.00
IMAGO Platform		\$ 8,000.00						\$ 8,000.00
Facility Rental		\$ 5,000.00						\$ 5,000.00
Food		\$ 4,500.00						\$ 4,500.00
Mileage		\$ 0.69	12	100				\$ 828.00
Marketing/Communication		\$ 3,831.00						\$ 3,831.00
Direct Expenses								\$ 163,081.96
Indirect 12%								\$ 19,569.84
Subcontractors								\$ 88,000.00
Total Budget not to exceed								\$ 270,652.00