

AGENDA ITEM NO.	1A
<u>COUNCIL MEETING</u>	<u>3/22/12</u>
APPROVED BY _____	
DEPARTMENT DIRECTOR _____	
CITY MANAGER	

March 22, 2012

FROM: BRUCE A. RUDD, Interim Director
Parks, After School, Recreation and Community Services Department

BY: SHAUN R. SCHAEFER, Community Recreation Supervisor II 
Parks, After School, Recreation and Community Services Department

SUBJECT: A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 58TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2011-133 APPROPRIATING \$25,000 CONTRIBUTION FROM THE BETHEL & MOORE FOUNDATIONS IN THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONTINUE THE COMMUNITY SCIENCE PROGRAM AT GRANNY'S CENTER (DISTRICT 7)

RECOMMENDATIONS

Staff recommends approval of the attached resolution appropriating a \$25,000 contribution from the Bethel & Moore Foundations to cover personnel costs associated with providing a Community Science Workshop program at Granny's Science Center.

EXECUTIVE SUMMARY

The PARCS Department has received a \$25,000 contribution from the Bethel & Moore Foundations that will allow PARCS staff to continue Community Science programming at Granny's Science Center. Funding for science workshops at Granny's was eliminated in FY 2010 due to General Fund budget reductions, however has been sustained through the Bethel & Moore Foundation's ongoing commitment to the PARCS Community Science program. The Science Center is currently being funded with previous contributions totaling \$51,000 from the Bethel & Moore Foundations. The \$25,000 contribution from the Bethel & Moore Foundations will keep the program functioning throughout FY 2012 and six months in FY 2013. This contribution will allow children at Granny's Park to receive 20 hours per week of science workshops and projects.

BACKGROUND

The Fresno Community Science Workshops (CSW) were created over 15 years ago as a partnership between the Bethel & Moore Foundations and PARCS. This "cutting edge" partnership in Fresno led to the creation of a national model which has been replicated in other urban cities throughout the United States. CSW partners with local museums, science centers and community-based, non-profit organizations to gain much needed assistance with exhibits and education programs. CSW maintains a permanent exhibit space, a workshop area for student projects and classroom/storage spaces. They serve a variety of audiences through after school, family, school and summer science programs. The CSW primarily focuses on under served areas.

The Community Science program provides a wide variety of fee-based and contracted services programs. In FY 1998, the City of Fresno Parks, After School, Recreation and Community Services (PARCS) Department and Fresno Unified School District (FUSD) began working together on an Informal Science program at 15 elementary school sites. In FY 1999, the Informal Science program doubled in size to accommodate 30

elementary school sites. In 2002, in collaboration with both FUSD and the Bethel Foundation, PARCS built the Mobile Science Vehicle. The Mobile Science Vehicle delivers hands-on science activities to the community through on-site school programming, including the Dickey and Granny Science Centers, neighborhood parks, and special events. The Granny's Science Center ceased General Fund provided programming in July 2009, as part of FY 2010 budget reductions. The Community Science program has re-positioned itself as an after school contracted services vendor and is currently operating in FUSD, FCOE and Clovis Unified School District elementary schools.

FISCAL IMPACT

Acceptance of the grant funds will have no impact to the General Fund.

Attachments: Grant Agreement
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 58TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2011-133 APPROPRIATING \$25,000 CONTRIBUTION FROM THE BETHEL & MOORE FOUNDATIONS IN THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONTINUE THE COMMUNITY SCIENCE PROGRAM AT GRANNY'S CENTER (DISTRICT 7)

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2011-133 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT Misc Local Grants - Parks	\$ 25,000

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

Misc Local Grants - Parks

Revenues:

Account: 39009 Donations	\$ <u>25,000</u>
Fund: 22032	
Org Unit: 170310	

Total Revenues	\$ <u>25,000</u>
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Appropriations:

Account: 51201 Non-Permanent Salaries	\$ 23,200
51202 Non-Permanent Fringe	<u>1,800</u>
Fund: 22032	
Org Unit: 170310	

Total Appropriations	\$ <u>25,000</u>
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THAT the purpose is to appropriate \$25,000 contribution from the Bethel & Moore Foundations in the Parks, After School, Recreation and Community Services Department to continue the Community Science program at Granny's Center (District 7).

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2012

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2012
Mayor Approval/No Return: _____, 2012
Mayor Veto: _____, 2012
Council Override Veto: _____, 2012

YVONNE SPENCE, CMC
City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of January 10th, 2012, between Community Initiatives, a California nonprofit public benefit corporation ("Grantor"), on behalf of its fiscally sponsored project Mission Science Workshop ("MSW") and MSW's program the Community Science Workshop Network ("CSW Network") and the City of Fresno Parks, After School, Recreation and Community Services (PARCS) Department, a government agency operating for public benefit in the state of California ("Grantee"), for the benefit of the Granny's Science Workshop program, with respect to the following:

A. Grantor has obtained recognition of its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the "Code") from the Internal Revenue Service, and is not classified as a private foundation under Section 509(a) of the Code.

B. Grantee is a section 170(c)(1) government unit operating for the public benefit. Granny's Science Workshop is a program of the Grantee which offers free science education to the general public at sites throughout Fresno. Grantee's address is 1515 E. Divisadero Street, Fresno, CA, 93721, and telephone number is (559) 621-6621. Grantee's contact person for this grant is Manuel Hernandez.

C. In furtherance of its charitable and educational purposes, Grantor now wishes to make a grant to Grantee, in the amount and on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. The purpose of this grant is to further Grantor's charitable and educational purposes by providing funding to promote the advancement of science education in the City of Fresno. The grant timeline is from January 1st, 2012 through June 30th, 2013. The Grantee will at all times abide by the terms and conditions of the grant outlined in Exhibits A, B and C.

2. The total amount of the grant contemplated by this Agreement is up to twenty-nine thousand one hundred and sixty-eight dollars (\$29,168), subject to the last sentence of this paragraph 2 (the "Grant"). Within sixty (60) days after the execution and delivery of this Agreement by Grantee to Grantor, Grantor shall pay to Grantee the first payment of the grant, in the amount of twenty-four thousand nine hundred and ninety-two dollars (\$24,992). The remainder of the grant shall be delivered in subsequent payments, according to the schedule detailed in Exhibit C. Grantee understands and agrees that Grantor's ability and obligation to pay any amount of the Grant to Grantee

under this Agreement depends upon Grantor's receipt of sufficient funds from contributors in support of the purposes described in paragraph 1, and Grantee agrees not to take any action to require Grantor to pay to Grantee any amount under this Agreement to the extent that such funds on deposit with Grantor are insufficient on the date the amount is due to be paid to Grantee.

3. Grantee shall use the Grant solely for the purposes stated in paragraph 1, and Grantee shall repay to Grantor any portion of the Grant that is not used for those purposes. Any significant changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation.

4. Grantee shall report to Grantor or Grantor's agent in writing, following the timetable and requirements set forth in Exhibit B, on the activities conducted by Grantee with the proceeds of the Grant and all expenditures made from Grant funds, and on Grantee's compliance with the terms of this Agreement.

5. With regard to any subgrantees convenient or necessary to carry out the purposes of the Grant, Grantee shall retain full discretion and control over their selection, acting completely independently of Grantor. There is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular subgrantee.

6. The Grant shall not be used in any attempt to influence legislation within the meaning of Code Section 4911(d) as interpreted by applicable Treasury Regulations and rulings of the Internal Revenue Service. Grantee shall not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

7. Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the project, and the manner in which any such product may be disseminated. Grantee shall not transfer or assign this Agreement without the prior written consent of Grantor. This Agreement does not create any relationship of agency, partnership, or joint venture between the parties, and no party shall make any such representation to anyone.

8. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the Grant purposes.

9. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project.

The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.

10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the project to be funded by the Grant. This paragraph shall survive any termination of this Agreement.

11. In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to Grantee, and Grantor may demand the immediate return of all or any unexpended portion of the Grant, and Grantee shall immediately comply therewith.

12. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Grant Agreement on the dates set forth opposite their signatures below.

Community Initiatives

DATED: 1/31, 2012

Signed: M. Melanie Beene
Name: M. Melanie Beene
Title: President & CEO

City of Fresno PARCS

DATED: 1/16, 2012

Signed: B. Paul
Name: Bruce Paul
Title: Asst City Manager John Paul

EXHIBIT A: Project Proposal and Budget

Description:

The City of Fresno Parks, After School, Recreation and Community Services (PARCS) Department proposes to receive a \$29,168 grant from Community Initiatives (CI), through the Community Science Network program of Mission Science Workshop, a fiscally sponsored project of CI. With the assistance of this grant, PARCS will not only continue to offer the Science Program to underserved at-risk children at Granny's Science Workshop, but will also expand Fresno Community Science's participation in the CSW Network by providing for release time for the Fresno Community Science Director (FCS Director) to participate in Network activities, by funding substitute hours for PARCS employees to cover the FCS Director's duties one day per month.

The PARCS Science Program offers informal hands-on learning opportunities that build confidence and allow children to develop a positive attitude towards science and mathematics. The program reinforces school content through project-based learning activities. Like many other cities throughout the nation, the City of Fresno is facing major budget cuts due to the economic downturn. PARCS requests the assistance of CI, through the CSW Network, to help continue this important program at Granny's. An October 2010 report *Expanding Underrepresented Minority Participation: America's Science and Technology Talent at the Crossroads* – found that “while African Americans, Native Americans, and Hispanics comprise 28.5 percent of the U.S. population, they represent only 9.1 percent of college-educated Americans in the science and engineering workforce.” With this grant, PARCS will touch the lives of underserved-youth and proactively plant the seed for our future scientists in Fresno.

Granny's Science Workshop

PARCS will use a portion of the funds in this grant to provide the free, drop-in Science Program at Granny's to underserved children and youth, five hours per day, five days a week throughout the school year and on selected days during the summer. The funds would be used to keep Granny's Science Center open from January 1st, 2012 through December 31st, 2012. The grant would pay for two temporary employees and the necessary program supplies.

Deliverables:

- Eleven months of programming at Granny's Science Center.

Timeline:

The programming at Granny's will begin in January of 2012, and will continue until December 31st, 2012. A final report will be presented to the CSW Network in January of 2013, after completion of the grant.

Budget: \$25,920

Fresno Community Science Director Network Participation

Fresno PARCS will use a portion of the funds in this grant to set aside 5% of the FCS Director's total working hours, or approximately one day per month, of release time. The FCS Director will use these hours to participate in CSW Network activities including staff trainings, planning meetings, and

other Network events.

The CSW Network is in its second year starting November, 2011. At this time, the Network has only two employees, the Network Coordinator and the Development Specialist, who are working to carry out network activities such as fundraising, grant writing, administrative and clerical work, and forging partnerships with other organizations, as well as overseeing the implementation of all measures to improve programming at the CSW sites. These employees are supervised and guided in these tasks by the Directors of the four senior CSW sites: Fresno, Oakland, Watsonville, and San Francisco. The combined skills and experience of these CSW Site Directors are necessary to ensure that the Network meets its goal of improving programming and offering support to all sites in the CSW Network. The FCS Director is a key member of this team, and his participation in overseeing Network activities will not only ensure that Fresno Community Science receives the maximum benefit from membership in the Network, but will also enhance the ability of the Network to provide benefits to other sites in the CSW Network, including San Francisco Bay Area sites.

The FCS Director's duties as a leading participant in the CSW Network are to participate in overseeing the work of all employees and contractors of the CSW Network. In addition, the FCS Director will assist the other Site Directors in forging partnerships with outside institutions and individuals which can help in furthering the mission of the CSW Network. Also, the FCS Director will work with community leaders, funders, and staff in establishing new CSW sites.

In order for the FCS Director to participate fully in the guidance of the CSW Network, the City must be able to allocate 5% of the position's working hours, or approximately one day per month, on Network activities. Funding from this grant will compensate the City of Fresno for the FCS Director's time, allowing for other PARCS staff members to take over the FCS Director's duties during the time dedicated to the Network.

Deliverables:

- The FCS Director will be able to devote approximately one day per month to Network activities for the eighteen month period beginning January 1st, 2012, and ending on June 30th, 2013.

Budget: \$3,248

Grant Totals

Approved Budget	Total
Granny's staff - salary	\$25,920
FCS Director release time for Network activities	\$3,248
	\$29,168

The City of Fresno will use grant funds exclusively for the purposes outlined in this proposal. If any of the terms of this proposal are not met, CI has the right to withdraw funds at any time.

EXHIBIT B: REPORTING TIMETABLE AND REQUIREMENTS

1. Grantee shall submit 1 copy of written reports containing (1) a description of the progress that the Grantee has made toward achieving the purposes of this Grant, (2) a financial accounting of the expenditure of grant funds, (3) a report on the Grantee's compliance with the terms of this Agreement, and (4) copies of any publications or other materials resulting from the Grant, according to the following schedule:

<u>Period Covered</u>	Eighteen months
<u>Starting Date</u>	January 1st, 2012
<u>Ending Date</u>	June 30th, 2013
<u>Report Due Date</u>	At the third Quarterly Meeting of the Community Science Workshop Board of Directors to occur in 2013, and no later than August 31 st , 2013.

2. Grantee shall send reports by first class mail, postmarked no later than the due date shown above, to: Emilyn Green, Network Coordinator, Community Science Workshop Network, 120 Second St., Watsonville, CA, 95076. Alternatively, the report may be sent by email to communityscienceworkshops@gmail.com.

3. Grantee's recordkeeping and inspection requirements are as follows: Grantee shall maintain books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. Grantee shall keep records to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times for review and audit. Grantor may also monitor the Grant or verify any information contained in the Grantee's reports by interviewing the Grantee's personnel. Grantee shall keep copies of all such books and records at a location known

to and accessible to Grantor for at least four years after completion of the use of the grant funds. The requirements of this paragraph shall survive any termination of this Agreement.

EXHIBIT C: PAYMENT SCHEDULE

Payments shall be made by Grantor to Grantee according to the following schedule:

Payment Date	Payment Amount
Within 60 days of Grantor's receipt of this agreement	\$24,992
8/15/2012	\$2,234
1/15/2013	\$1,942