

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF SAN JOAQUIN, EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT  
AND THE CITY OF STOCKTON**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Stockton, a municipal corporation (hereinafter "City") and the County of San Joaquin, a political subdivision of the State of California by and through its Employment and Economic Development Department (hereinafter "EEDD").

The purpose of this AGREEMENT is to establish guidelines for a cooperative working relationship between the City and the EEDD to provide a Summer Youth Employment and Training Program (SYETP) for eligible youth for an amount not to exceed \$100,000.

**WITNESSETH:**

NOW, THEREFORE IT IS AGREED, in consideration of the mutual covenants and conditions hereinafter set forth, the City and the EEDD do hereby agree as follows:

1. **TERM**

This AGREEMENT shall become effective \_\_\_\_\_, 2015 through \_\_\_\_\_, 2015, as specified below, unless otherwise terminated by either party to this MEMORANDUM as prescribed in Paragraph 8.

- a. SYETP participants shall end participation no later than August 23, 2015.
- b. EEDD fiscal and support staff shall complete their work prior to October 23, 2015, with final reporting submitted to the City no later than October 23, 2015.

2. **RESPONSIBILITIES OF THE EEDD**

The EEDD shall:

- a. Provide the following program services to include, but not limited to, the following:
  - Client outreach and intake/preliminary eligibility review – only Stockton residents will be served under this program. Efforts should be made to serve at-risk and underserved areas in Stockton.
  - Client job matching, referral and follow-up
  - Worksite development and worksite review
  - Conduct participant and supervisor orientation
  - Worksite monitoring
  - Time and attendance review and reporting
  - Job coaching and guidance counseling

- Technical assistance activities
  - Develop discrepancy report
  - Worker compensation review and reporting
- b. Provide all payroll processing services for program participants.
- c. Provide Worker's Compensation coverage for program participants.
- d. Meet the following program goals:
- Service level of 35 participants
  - Completion of Work Readiness at a 70% level: Demonstrated by having no less than 70% of the program eligible youth participate and complete a Job Preparedness Workshop. This workshop will provide an orientation to the "World of Work" including Employer Expectation, Job Seeking, and Job Keeping Skills.
  - 90% of participating youth will complete the program.
- e. Provide the City a final report no later than October 23, 2015 to include, but not be limited to the following: achievement of program goals, total expenditures, number of participants and placements, and assigned work locations.
3. RESPONSIBILITIES OF THE CITY

The City shall:

- a. Establish eligibility criteria as City of Stockton residents 14-21 years of age who can benefit from the program.
- b. Provide funds in the amount of \$100,000 to EEDD for program expenditures in accordance with Paragraph 4.
4. FINANCIAL

The City agrees to provide funding to EEDD in the amount of \$100,000 to provide the services outlined in Paragraph 2 to be distributed in 2 payments of \$40,000 in June and July and 1 payment of \$20,000 in August after the receipt of a monthly invoice detailing services rendered during said period. On or before October 23, 2015, EEDD will provide a final financial report to the City reconciling any final expenditures. Any unused funds will be remitted to the City of Stockton at that time.

5. REPORTING RESPONSIBILITIES

The EEDD shall provide expenditure reports on a monthly basis and a final program report that will indicate participation statistics. Special reports may be provided by The EEDD with sufficient notice from the City.

## 6. REPRESENTATIONS

Both parties to this AGREEMENT make the following representations, which are agreed to be material to and form a part of the inducement for this protocol:

- a. The City and the EEDD have the support staff, facilities, and equipment necessary to provide the services described in this protocol; and
- b. EEDD has the expertise and authority to provide the services described in this protocol; and
- c. The City and EEDD agree to meet as necessary on activities as they relate to implementation of this AGREEMENT.

## 7. ASSIGNMENT

This AGREEMENT is not assignable.

## 8. TERMINATION

Either party may terminate this AGREEMENT, with or without cause, upon ten (10) days written notice to the other party. In the event of termination of this protocol for any reason, the City shall have no further obligation to provide funding for any services after the effective date of the termination. The EEDD shall be reimbursed for all costs for services rendered up to date of termination.

## 9. NON-APPROPRIATION

The City reserves the right to terminate this AGREEMENT in the event insufficient funds are appropriated or budgeted for this AGREEMENT in any fiscal year. Upon such termination, the City will be released from any further financial obligation to EEDD, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. EEDD will be given thirty (30) days written notice in the event that such an action is required by the City.

## 10. NOTICES

Notices to be given by one party to the other under this protocol shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to the City shall be addressed as follows:

Kurt Wilson, City Manager  
City of Stockton  
425 North El Dorado Street  
Stockton, CA 95202

Notice to EEDD shall be addressed as follows:

Rick Aguilera, Deputy Director  
Employment and Economic Development Department  
56 S. Lincoln Street  
Stockton, CA 95203

Nothing in this AGREEMENT shall be construed to prevent or render ineffective delivery of notices required or permitted under this protocol by personal service.

11. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire protocol between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this protocol. No oral promise, modification, change or inducement shall be effective or given any force or effect.

12. MODIFICATIONS OF AGREEMENT

This protocol may be modified in writing only, signed by the parties in interest at the time of the modification.

13. CONFIDENTIALITY

No party to this protocol shall, without written consent of the other party, communicate confidential information, designated in writing or identified in this protocol as such to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law.

Upon completion of this protocol, the provisions of this paragraph shall continue to survive.

14. COMPLIANCE WITH LAW

Both parties shall observe and comply with all applicable County, State and Federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

15. NONDISCRIMINATION

Neither EEDD nor any officer, agent, employee, servant or subcontractor of EEDD shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

16. HOLD HARMLESS

The City shall defend, hold and save EEDD, its officers and employees harmless from liability of any nature and kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the City.

EEDD shall defend, hold and save the CITY, its officers and employees harmless from liability of any nature and kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omissions of any employee, agent, or representative of EEDD.

17. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this protocol, and the person signing this protocol on behalf of each party has been properly authorized and empowered to enter into this protocol.

IN WITNESS TO WHICH, each party to this AGREEMENT has signed upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this MEMORANDUM.

CITY OF STOCKTON

COUNTY OF SAN JOAQUIN, EMPLOYMENT AND  
ECONOMIC DEVELOPMENT DEPARTMENT

By \_\_\_\_\_  
Kurt Wilson, City Manager

By \_\_\_\_\_  
John M. Solis, Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Bonnie Paige, City Clerk

Approve as to Form:

By: \_\_\_\_\_  
John M. Luebberke, City Attorney