

**MEMORANDUM OF UNDERSTANDING
COMMUNITY PARTNERSHIP FOR FAMILIES OF
SAN JOAQUIN COUNTY
2015-2016**

This Agreement is made and entered into on _____ by and between the City of Stockton, a municipal corporation ("**CITY**") and Community Partnership for Families of San Joaquin County, a California non-profit corporation ("**CORPORATION**").

WITNESSETH:

WHEREAS, **CITY** is concerned that not all residents living in San Joaquin County are receiving adequate opportunities that are a vital and integral part of the care, treatment, and rehabilitation services that are available by **CORPORATION**; and

WHEREAS, **CORPORATION** has demonstrated to **CITY** that they have the expertise to provide services, which will include literacy programs, mediation, employment referrals, and counseling for at-risk youth to reduce and/or prevent criminal activity; and

WHEREAS, **CITY** desires to enter into this AGREEMENT with **CORPORATION** to cooperate in supporting the provision of this technical assistance;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **CORPORATION SERVICES**

CORPORATION shall provide the following community programs and services to all residents of the City of Stockton and San Joaquin County:

Building Strong and Resourceful Families

A) **CORPORATION** shall use its best efforts to recruit new partners to join the West Lane Oaks, Diamond Cove II, Villa Monterey and Dorothy L. Jones Family Resource Centers. These new partnerships shall work together to improve Community Unity, Family Isolation, Educational Outcomes, and Community Health both for youths and families. The Family Resource Centers shall provide the following services or other services tailored to the need of the families living in the neighborhood:

- Employment Specialists
- Financial Skill Building Classes
- Health Education Classes
- Community Engagement and Organizing as well as a whole range of other supportive activities and opportunities that will assist in

- building strong, resourceful youths, residents, families, and communities.

Building financially self-sufficient families:

- A) Each Family Resource Center (FRC) shall function under a Family Success Team approach that incorporates various services to meet the needs of each family. For example: job finding, health care, and childcare services will be developed into a comprehensive plan that is customized to each family's needs. These services shall be comprehensive and integrated, serving the unique needs and strengths of the individual, the family, and the surrounding community.
- B) **CORPORATION** shall also provide free Income Tax Services to low-income families; assist families in establishing a bank account; improve their credit; and consistently pay their children's health insurance.
- C) Families and individuals shall also be assessed for employment, children and adult education, housing, food, areas of children's safety, legal issues, social and emotional health, family violence, and shall be referred to appropriate services based on the needs of each family.

Working successfully to reduce juvenile crime and delinquency:

- A) Each FRC shall work to develop a network of youth providers and area residents who will perform outreach and provide support services for youth who are at risk of violence and other criminal activity including Probation Department's Youth Accountability Boards, Teen Courts, and Community Probation Officers within the targeted community.

2. **NON-EXCLUSION OF SERVICES**

All services of **CORPORATION** provided under this Agreement shall be available and rendered to every resident or prospective resident of **CITY** on an equal basis regardless of income level.

3. **COMPENSATION**

For those services described in Paragraph 1, **CITY** shall reimburse to **CORPORATION** the actual costs incurred in providing services not to exceed the total sum of **ONE HUNDRED AND ONE THOUSAND TWO HUNDRED AND EIGHTY-FIVE DOLLARS (\$101,285)**. Payments will be based on actual quarterly costs incurred in performing services as described in Paragraph 1 during the prior month as substantiated by invoices, bills, receipts, and payroll records. In addition, **CITY** shall reimburse to **CORPORATION**, not to exceed **THIRTY-THREE THOUSAND SEVEN HUNDRED AND FIFTEEN DOLLARS (\$33,715)** for salary for the Executive Director. Within 30 days following the end of the month, **CORPORATION** shall submit a requisition itemizing all costs incurred by budget category as contained on the attached form marked **EXHIBIT**

"A & A1" and incorporated by this reference. All costs listed on requisition shall be accompanied by copies of invoices, bills, receipts, log records, or payroll records. Payroll costs shall be recorded and submitted using the attached **Itemized Budget Expenditure Report identified as EXHIBIT C**. All payments shall be made to **CORPORATION** within 30 days after the date requisition is received by **CITY**. The purchase of equipment and any special or travel expenses with **CITY** funds are ineligible expenses.

4. **TERM**

The services by all parties of **CORPORATION** shall commence on **July 1, 2015**, and all of the services required hereunder shall be undertaken and completed no later than one year after the effective date, provided that **CITY** may terminate this Agreement at any time during the term of this Agreement by giving 30 day's written notice to **CORPORATION** of its intention to terminate this Agreement. In the event of termination, **CORPORATION** shall be entitled to compensation for all eligible expenses incurred up to the date of termination.

5. **INDEMNIFICATION**

- a) Except with regard to professional negligence, as provided in paragraph (b) below, **CORPORATION** shall indemnify, hold harmless, and defend the (**CITY**) and each of its, officers, officials, employees, volunteers, and agents from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and property damage) incurred by **CITY**, **CORPORATION**, or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the **CORPORATION**, or any of its employees or agents in the performance of this contract. The **CORPORATION'S** obligations under the preceding sentence shall apply regardless of whether the **CITY** or any of its officers, officials, employees, volunteers, or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the active negligence or willful misconduct of the **CITY**.
- b) Specifically regarding professional negligent errors or omissions, the **CORPORATION** shall indemnify, hold harmless, and defend the **CITY**, its officers, officials, employees, volunteers, or agents from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the **CITY**, **CORPORATION**, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by **CITY**, **CORPORATION**, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the **CORPORATION** in the performance of this contract.

- c) If **CORPORATION** should subcontract all or any portion of the work to be performed under this Agreement, **CORPORATION** shall require each subcontractor to indemnify, hold harmless, and defend the **CITY**, its officers, officials, employees, and agents in accordance with the terms of the preceding paragraphs.

6. **INSURANCE**

CORPORATION shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this agreement, the policies of insurance specified in **Exhibit "B"**, which is attached to this agreement and incorporated by this reference.

7. **BACKGROUND SCREENING**

CORPORATION agrees that every employee and volunteer who may come in contact with and/or have direct contact with minor children shall be submitted to the California Department of Justice for fingerprint and background checks. No person with a felony and/or sexual violations shall be permitted to come in contact and/or have direct contact with minor children receiving services from **CORPORATION**. All subcontractors shall be required to do the same.

8. **RECORDS**

CORPORATION shall maintain records of the number of clients served, ethnic background, age, education level, employment, and the type services that were rendered. **CORPORATION** shall report this information to **CITY** in sufficient detail for **CITY** to comply with internal audit requirements. Records must be submitted to the **CITY** quarterly. **Records are due October 31, 2015, January 31, 2016, April 30, 2016, and July 31, 2016.**

CORPORATION'S Director shall be responsible for the overall administration of services, supervision of staff, programmatic activities, and for maintaining client files. Statistical information gathered will be used for reports and monitoring program effectiveness.

9. **FINANCIAL AND PERFORMANCE REPORTS**

CORPORATION shall submit to **CITY** a detailed financial and performance statement in a form which shall be acceptable to **CITY** within 30 days after each quarter ends and are due as follows: **October 31, 2015, January 31, 2016, April 31, 2016, and July 31, 2016** or the effective date of termination, whichever shall first occur. Said statements shall cover that three-month period of operation prior to the aforementioned dates. **CORPORATION** shall permit **CITY** staff access to all program and fiscal records of **CORPORATION**. **CITY** shall also be permitted access to all program fiscal records during normal hours of operations and after reasonable notice has been given.

10. STATUS OF CORPORATION

In the performance of all services to be performed by **CORPORATION** pursuant to this Agreement it is expressly understood that **CORPORATION** is an independent contractor and shall not be considered to be an employee of **CITY** for any purpose.

11. ADMINISTRATION

CORPORATION hereby covenants that it will undertake all actions, policies, and administrative procedures necessary to comply with the requirements as stated in this Agreement. **CORPORATION** hereby acknowledges that violation of said requirements shall constitute, at **CITY'S** sole discretion, grounds for termination of this Agreement.

12. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement which is not contained herein shall be valid or binding. This Agreement shall not be modified or amended except by a written Agreement, signed by the parties.

13. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by **CORPORATION** without the prior written consent of **CITY**. In the event of an assignment by **CORPORATION** to which **CITY** has consented, the assignee or its legal representative shall agree in writing with **CITY** to personally assume, perform, and be bound by the covenants, obligations, and Agreements contained herein.

14. NOTICE OR COMMUNICATION

Any notice or communication under this Agreement by either party to the other shall be sufficiently given if delivered by personal service or if dispatched by registered mail, postage prepaid, return receipt requested and;

- A. Notice or communication to **CORPORATION** is addressed as follows:
Community Partnership For Families of San Joaquin County (CPFSJC)
Robina Asghar, Executive Director
P.O. Box 1569
Stockton, CA 95201
- B. Notice or communication to **CITY** is addressed as follows:
City Manager's Office
425 N. El Dorado Street, 2nd Floor
Stockton, CA 95202
Attn: Alicia N. Duer, Program Manager III

15. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees in addition to any other relief to which it may be entitled.

17. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California. Venue shall be in San Joaquin County and/or the Eastern District of California in the Federal court system.

18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and first year hereinabove written.

ATTEST:

CITY OF STOCKTON,
a Municipal Corporation

BY _____
BONNIE PAIGE
CITY CLERK

BY _____
KURT WILSON
CITY MANAGER

DATE: _____

APPROVED AS TO FORM
JOHN M. LUEBBERKE
CITY ATTORNEY

CORPORATION:
COMMUNITY PARTNERSHIP FOR
FAMILIES OF SAN JOAQUIN COUNTY

BY _____

BY 
ROBINA ASGHAR
EXECUTIVE DIRECTOR

DATE: 6/30/15

Exhibit A.

Program: City of Stockton
Period: 7/1/15 - 6/30/16
Budget

Position	Annual Salary	FTE	Requested Amount
Executive Director	99,216.00	34.00%	\$ 33,715
Site Manager - DLJ (CUFF)	50,216.00	23.00%	\$ 11,550
Site Manager - DCII	40,000.00	23.00%	\$ 9,200
Site Director - WLO	40,000.00	23.00%	\$ 9,200
VITA Specialist	34,195.00	50.00%	\$ 17,098
HR & Accounting Manager	56,659.00	15.00%	\$ 8,499
Program Analyst	56,243.00	15.00%	\$ 8,436
			<hr/>
Personnel Excluding Benefit			\$ 97,697
Benefits		30.18%	\$ 29,487
			<hr/>
Subtotal Direct Costs			\$ 127,185
Indirect		8.00%	\$ 7,816
			<hr/>
TOTAL			\$ 135,000
			<hr/> <hr/>

Exhibit A1

Budget Narrative:

**Community Partnership for Families of San Joaquin (CPFSJ)
2015-2016**

Personnel: A total of \$135,000 is requested by CPFSJ towards personnel, including benefits to support Family Resource Centers program as detailed below:

Executive Director: \$33,715 is requested for salary for Executive Director, based on 34% of an annual salary of \$99,216.

Site Managers/Site Director: \$29,950 is requested for salaries for two (2) Site Managers and one (1) Site Director, based on 23% of their total annual salaries of \$130,216. The primary responsibility of Site Managers/Site Director is to work with a full range of public and private agency partners, along with staff, to develop prevention strategies for addressing many of the challenges that families are facing and provide services that reduce the Child Abuse and neglect, substance abuse, Family Violence, Family Instability, Juvenile Violence and Crime, Welfare to work, Community Unity, Family Isolation, Family and Community Health Education and Educational outcomes.

VITA Specialist: \$17,098 is requested for salary for VITA Specialist, based on 50% of an annual salary of \$34,195. This person will plan, organizes, coordinates, and schedules activities that are specific to the Volunteer Income Tax Assistance (VITA) Program. The primary duties include overseeing VITA operations in targeted neighborhoods; recruiting, training, and managing volunteers; conducting marketing and outreach to lower-income families; ensuring the overall quality of tax returns prepared by staff and volunteers; collecting and filing tax return information to send the IRS; and developing policies, procedures, trainings, forms, marketing materials, etc. to improve the capacity of CPF to implement this program in future years.

Director of Accounting & Human Resources: \$8,499 is requested for salary for Director of Accounting & Human Resources, based on 15% of an annual salary of \$56,659. This person is responsible for the daily operations of Human Resources and Accounting department. This person will be the main fiscal contact for this Program. The primary duties will include processing payment for expenditures, preparing and submitting monthly fiscal reports, preparing and submitting budget revisions and working with City of Stockton personnel regarding any fiscal question or concerns as it relates to the program.

Program Analyst: \$8,436 is requested for salary for Program Analyst, based on 15% of an annual salary of \$56,243. This person will complete program reports and ensures that an array of data systems and tools are acquired, developed and updated as needed. The Program Analyst also helps the organization use these tools effectively to achieve its mission. By enhancing data system, tools, program designs and evaluation frameworks, the analyst improves the quantity and quality of available data on community health status, socio-demographics, social/health disparities, system capability, casual relationships that influence generational poverty and social inequity, and data used to assess effectiveness of interventions/programs.

Benefits: \$29,487 is requested for benefits, based on 30.18% of direct salaries of \$97,697. Benefits include, but are not limited to, employer payroll taxes, workers' compensation insurance, health, dental and vision insurance expenses.

Indirect Expenses: \$7,816 is requested for indirect expenses, based on 8% of personnel excluding benefits. This will cover minimal expenses incurred by day to day administrative and overhead costs, including, but not limited to, janitorial services, telephone, internet, copier rental, auditing, outside accounting and legal support, payroll processing fee, insurance, office supplies and other miscellaneous fees and support service.

EXHIBIT B
INSURANCE REQUIREMENTS
FIRM

FIRM shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the FIRM, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$50,000 per Claim. /\$1,000,000 Aggregate. Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date FIRM completes its performance of services under this Agreement.
3. For any claims related to products provided under this contract, the FIRM's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the FIRM's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified

mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the FIRM and its insurer shall agree to commit the FIRM's full policy limits and these minimum requirements shall not restrict the FIRM's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
22 E. Weber
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the FIRM shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8682. Our fax is (209) 937-5702.

If at any time during the life of the Contract or any extension, the FIRM fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the FIRM should subcontract all or any portion of the work to be performed in this contract, the FIRM shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

San Joaquin County
Itemized Budget Expenditure Report

Contractor Name: Community Partnership for Families
Project Name:
Agreement Number:
Agreement Period:
Reporting Per/Inclusive months:
Assigned Program Assistant II:

Personnel:	Approved Budget Amount	*Billed this Period	Last Period YTD	Total YTD Billed	Budget Balance
A.	-	-	-	-	0.00
B.	-	-	-	-	0.00
C.	-	-	-	-	0.00
D.	-	-	-	-	0.00
E.	-	-	-	-	0.00
F.	-	-	-	-	0.00
G.	-	-	-	-	0.00
Subtotal Personnel:	-	-	-	-	0.00
Benefits __ %	-	-	-	-	0.00
Total Personnel & Benefits:	-	-	-	-	0.00
Operating Expenses:	Approved Budget Amount	*Billed this Period	Last Period YTD	Total YTD Billed	Budget Balance
A.	-	-	-	-	0.00
B.	-	-	-	-	0.00
C.	-	-	-	-	0.00
D.	-	-	-	-	0.00
E.	-	-	-	-	0.00
F.	-	-	-	-	0.00
			-	-	0.00
			-	-	0.00
			-	-	0.00
Subtotal Operating:	-	-	-	-	0.00
Indirect Expenses:	Approved Budget Amount	*Billed this Period	Last Period YTD	Total YTD Billed	Budget Balance
Indirect Cost (__ % max)	-		-	-	0.00
TOTAL COSTS	-	-	-	-	0.00

Name of Chair, Board of Directors Member, or Authorized Representative

Signature: Chair, Board of Director/Authorized Representative

DATE

Name of Project Director

Signature: Project Director

DATE