

City of Reedley

Community Services Department
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**MEMORANDUM OF UNDERSTANDING
CITY OF REEDLEY & COMMUNITY YOUTH MINISTRIES
SEPTEMBER 8, 2015**

This Memorandum of Understanding, herein referred to as "MOU" is entered into by and between City of Reedley (CITY) and Community Youth Ministries (CYM) for the purpose of services for the Save the Children Sponsorship afterschool programs at the following sites; Alta, Jefferson and Sheridan.

Roles and Responsibilities

CITY will bill CYM for the amount of actual expenses incurred during the quarterly period, not to exceed the total school site budget allotted to CYM for personnel, materials and payroll costs incurred by the school sites serves related to the Save the Children Sponsorship Program, subject to the site budget shown below.

	Alta	Jefferson	Sheridan
Personnel	\$5947	\$5947	\$5947
Materials	\$125	\$125	\$125
Training	\$396	\$0	\$792
Total Budget	\$6,468	\$6,072	\$6,864

Payment to the CITY will be processed no later than thirty (30) days from CYM's receipt of the quarterly invoices and backup reports.

CITY will generate and submit to CYM a quarterly budget report of actual expenditures. Reports are due October 14, 2015, January 12, 2016, April 14, 2016 and July 21, 2016.

Terms of this MOU

By entering into this MOU all parties recognize and agree to:

1. Work collaboratively as partners to ensure the success of this program.
2. That this MOU may be modified at any time with written consent.
3. That certain information received in the course of business is confidential according to law and policy and agrees to respect requirements in this regard.
4. That availability of funds may have a bearing on the ability to implement all or parts of this MOU.
5. That CITY and CYM shall comply with all applicable Federal, State and local laws in the performance of these services.

This MOU shall be in effect July 1, 2015 to July 30, 2016.

Mutual Consent. This MOU may be terminated by mutual consent of the parties at any time.

Early Termination. CITY or CYM may terminate this MOU by providing at least thirty (30) calendar days advance written notice to the other party, unless the parties agree otherwise.

Indemnification

CYM hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers 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 the CYM, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CYM or any of its officers, officials, employees, agents or volunteers in the performance of this MOU.

CITY shall indemnify, hold harmless and defend CYM and each of its officers, officials, employees, agents and volunteers 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, CYM or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this MOU; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.


CYM agrees that this MOU shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California.

In the event of concurrent negligence on the part of CYM or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this MOU.

WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first written below:

CITY OF REEDLEY



Nicole Zieba
City Manager
City of Reedley

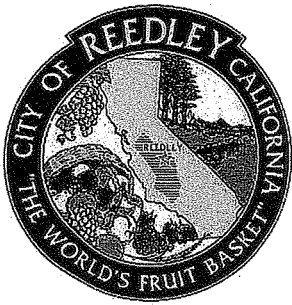
Date: 9/9/15

COMMUNITY YOUTH MINISTRIES



Don Reimer
CEO
Community Youth Ministries

Date: 9/15/15



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: _____

DATE: September 8, 2015

TITLE: APPROVE AND AUTHORIZE DOCUMENTS PERTAINING TO AFTER SCHOOL PROGRAMS:

- A) AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) TO EXPAND SERVICES WITHIN THE AFTER SCHOOL PROGRAM AT WASHINGTON SCHOOL WITH SAVE THE CHILDREN FUNDING — *pooled on website 9/11/15*
- B) AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH COMMUNITY YOUTH MINISTRIES (CYM) TO PROVIDE FUNDING TO SUPPORT THE SAVE THE CHILDREN SPONSORSHIP PROGRAM AT ALTA, JEFFERSON AND SHERIDAN SCHOOL SITES
- C) ADOPT RESOLUTION NO. 2015-086 AMENDING THE 2015-16 ADOPTED BUDGET APPROPRIATING \$12,347 IN THE GENERAL FUND FOR THE SAVE THE CHILDREN SPONSORSHIP PROGRAM

BY: Sarah Reid, Community Services Superintendent

SUBMITTED: Joel Glick, Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign the Memorandum of Understanding (MOU) with Kings Canyon Unified School District (KCUSD) to expand services within the After School Program at Washington School with Save the Children Funding, authorize City Manager to sign the MOU with Community Youth Ministries (CYM) to provide funding to support the Save the Children Sponsorship Program at Alta, Jefferson and Sheridan School sites, and adopt Resolution No. 2015-086 amending the 2015-16 Adopted Budget appropriating \$12,347 in General Fund to the Save the Children Sponsorship Program.

BACKGROUND

There are two components to the Save the Children Program, Literacy and Sponsorship.

Literacy:

Since 2008, the City of Reedley has incorporated the Save the Children literacy program allowing the expansion of services to the after school program at Washington School. The Memorandum of Understanding with KCUSD outlines the reporting and reimbursement processes.

During the 2015-16 budget process, a final decision had not been made by Save the Children and City staff regarding the costs associated with the Literacy Program. At that time, City staff submitted their best estimate based on last year's program. Once the final Literacy budget was agreed upon by Save the Children and City staff, the City of Reedley budget was already adopted. At this time, it appears that the budget accurately reflects expenditures and revenues. Any adjustments will be made at mid-year.

Sponsorship:

After discussions between Save the Children, CYM and City staff, all parties agreed that the approach for monitoring the sponsorship portion of the program at Washington, Alta, Jefferson and Sheridan school sites will be served by two part-time City employees. Because each school site has a portion of the sponsorship budget, the City will invoice CYM for reimbursement of all costs related to the programs that take place at Alta, Jefferson, and Sheridan that are CYM's after school programs.

During the 2015-16 City budget process, a decision had not yet been made on the monitoring of the sponsorship program. After the adoption of the budget, Save the Children, CYM and City staff decided that the sponsorship program would continue to be supervised by City staff. Because of this, the City of Reedley budget needs to be amended to reflect actual numbers for the sponsorship portion of the program.

FISCAL IMPACT

All part time personnel, supplies, and administrative costs related to the program will be reimbursed, including \$12,347 in contract revenue to cover the City's supervision and administrative costs.

PRIOR COUNCIL ACTIONS

The after school program is comprised of three different funding sources. On June 9, 2015, City Council approved the ASES (Fresh) funding which has been the main funding source for the after school program. On August 11, 2015 City Council approved the funds that KCUSD contributes to expand services at the Washington School program. Save the Children is the final funding source that contributes to the after school programs.

ATTACHMENTS

1. Budget Amendment Resolution No. 2015-086.
2. Memorandum of Understanding Kings Canyon Unified and City of Reedley dated September 8, 2015.
3. Memorandum of Understanding City of Reedley and Community Youth Ministries dated September 8, 2015.