

# City of Reedley

**Community Services Department**  
100 N. East Avenue  
Reedley, CA 93654  
(559) 637-4203  
FAX (559) 637-7253

## MEMORANDUM OF UNDERSTANDING CITY OF REEDLEY & COMMUNITY YOUTH MINISTRIES August 8, 2017

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 site; 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 them for personnel, materials and payroll costs incurred by the school sites serves related to the Save the Children Sponsorship Program.

<b>Sheridan</b>		
Staff	\$14 per hour	\$1,034
Fringe	10%	\$115
Materials		\$125
<b>Total Budget</b>		<b>\$1274</b>

Payment to the CITY will be processed immediately upon CYM 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 13, 2017, January 15, 2018, April 13, 2018 and July 13, 2018.

### **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 agreement 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 agreement.
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, 2017 to June 30, 2018.

## 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 Agreement.

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 Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

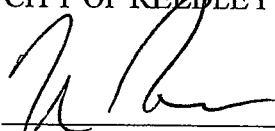
CYM agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California.

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 Agreement.

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: 8/29/17

COMMUNITY YOUTH MINISTRIES



Don Reimer, Ed.D.  
CEO  
Community Youth Ministries  
Date: 7/17/17



## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

**ITEM NO:** \_\_\_\_\_

**DATE:** August 22, 2017

**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
- 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 SHERIDAN SCHOOL SITE
- C) ADOPT RESOLUTION NO. 2017-077 AMENDING THE 2017-18 ADOPTED BUDGET TO REDUCE APPROPRIATIONS BY \$9,194 IN THE GENERAL FUND FOR THE SAVE THE CHILDREN SPONSORSHIP PROGRAM

**PREPARED 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 Sheridan School site, and adopt Resolution No. 2017-077 amending the 2017-18 Adopted Budget to reduce appropriations by \$9,194 in the General Fund for 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 2017-18 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 Sheridan and Washington 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 Sheridan that is CYM's after school programs.

During the 2017-18 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. The sponsorship program will be phased out which means reduced expenditures and revenues for this year as opposed to previous years.

## **FISCAL IMPACT**

All part time personnel and supplies related to the program will be reimbursed. To reflect actual costs in the contract the budget amendment will reduce appropriations by \$9,194 to reflect actual costs.

## **ATTACHMENTS**

1. Memorandum of Understanding Kings Canyon Unified and City of Reedley dated August 8, 2017.
2. Memorandum of Understanding City of Reedley and Community Youth Ministries dated August 8, 2017.
3. Budget Amendment Resolution 2017-077