



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.	1E
COUNCIL MEETING	12/09/08
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

Presented to City Council
 Date 12/9/08
 Disposition Approved

December 9, 2008

FROM: RANDALL L. COOPER, Director
 Parks, After-school, Recreation and Community Services Department

BY: JERRY HAYNES, Assistant Director
 Parks, After-school, Recreation and Community Services Department

SUBJECT: APPROVE RENEWAL OF FRESNO COUNTY INTERAGENCY COUNCIL AGREEMENT

KEY RESULT AREA Customer Satisfaction

RECOMMENDATIONS

It is recommended that the Council authorize the City Manager to execute a renewal agreement with the Fresno County Interagency Council for Children and Families (ICCF) for fiscal year 08-09 and that \$9,000 be approved for the City's share as a sponsoring member.

EXECUTIVE SUMMARY

The ICCF brings together different organizations of County and City government, education, law enforcement and other service providers to integrate services provided to children and families. The City of Fresno is one of seven sponsoring members agreeing to a cost-sharing ratio with the County of Fresno in support of the ICCF.

The FY 08-09 contract agreement is for the term July 1, 2008 through June 30, 2009. The City of Fresno's contribution for FY 08-09 is \$9,000 and is included in the adopted FY 08-09 City budget. Council approval is required for this renewal as the City's ongoing funding for these services has exceeded \$50,000. From FY96 through FY07 (eleven years), the City of Fresno has provided approximately \$80,000 to the ICCF.

The ICCF is a community collaborative that serves as a catalyst to identify and address critical needs and opportunities for Fresno County children and families. Targeted Actions to meet these needs are developed and approved on an annual basis by the ICCF. The ICCF and its outcomes are evaluated on an annual basis, and these annual reports are provided to all sponsoring members, including the City of Fresno.

The City of Fresno has two representatives on the ICCF: the Chief of Police and the City Manager. The other current sponsoring members who contribute funds to the ICCF are Fresno County (administering agency under the direction of the ICCF), Fresno Unified, Clovis Unified, County Department of Education, Workforce Development Board, and EOC. City funds contributed to the ICCF have been included in the City budget since inception (FY96) through the current FY08 budget year.

According to reviewed documentation and evaluation reports, ICCF is adequately meeting its established goals to provide objectives and targeted actions for integrated and collaborative services and benefits to the children

REPORT TO THE CITY COUNCIL

Agreement with ICCF

December 9, 2008

Page 2

and families of Fresno County. There does not appear to be any duplication of effort amongst the sponsoring members.

Sponsoring members have contributed funds to partially offset staff and operational costs since the formation of the Council. Staff carries out the goals of the Council under the direction of the Executive Committee. Duties include Brown Act compliance, record maintenance, committee support, legislative monitoring, and community relations.

A complete financial audit of the ICCF was scheduled by the City's Principal Internal Auditor in FY05.

BACKGROUND

Since its creation by the Fresno County Board of Supervisors in March of 1994, the Interagency Council for Children and Families has served as a local SB 997 Children's Services Coordinating Council. The Interagency Council for Children and Families is a federation of public and private entities as required by legislation. Responsibilities of the Council include acting as an advisory body for the Board of Supervisors on children's issues, encouraging and facilitating communication between public and private child serving agencies, and providing oversight to local children's program initiatives.

Activities of the Interagency Council are guided by Board approved By-laws. Membership on the Council proscribed in the by-laws, complies with legislative requirements for a Children's Coordinating Council. The Chair of the Council, per by-laws, is the Presiding Judge of the Juvenile Delinquency Division of the Fresno Superior Court The Honorable Denise Whitehead was appointed Chair in January 2004.

The City of Fresno is one of the seven sponsoring members in FY 08-09 which desire to partner with the County of Fresno to ensure the professional, managerial, technical and staff services necessary for the success and operation of the ICCF.

FISCAL IMPACT

The fiscal impact of \$9,000 is appropriated in the adopted FY 08-09 City budget.

K:\jk\Rept to CC\ICCF Agt 11/26/08

Attachment: Agreement

1
2 AGREEMENT

3 This Agreement is made and entered into this _____ day of _____ 2008, by and
4 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter
5 referred to as "COUNTY", and each entity listed in Exhibit B, attached hereto and by this reference
6 incorporated herein, hereinafter collectively referred to as "SPONSORING MEMBERS".

7 WITNESSETH:

8 WHEREAS, the Fresno County Interagency Council for Children and Families (ICCF), a
9 federation of public and private entities which includes the SPONSORING MEMBERS, has the stated
10 mission of developing and ensuring the implementation of a strategic plan that fosters coordination and
11 integration of services, maximizes resources and facilitates services delivery that benefits children and
12 families, that promotes self-sufficiency, community involvement, and personal responsibility, has been
13 designated by the Fresno County Board of Supervisors as the SB 997 Children's Services Coordinating
14 Council (as codified in Welfare and Institutions Code §18986 *et seq.*); and

15 WHEREAS, ICCF's primary means for achieving their stated mission and Strategic Plan is
16 through the development and establishment of family resource centers which are multi-agency,
17 neighborhood and school-based multi-services centers that seek to improve quality of life for children
18 and families; and

19 WHEREAS, the goals of the family resource centers are to create safe, accessible neighborhood
20 resources that bolster the viability of children and families, plus promote a sense of community through
21 the use of a multi-disciplinary, multi-services center approach; and

22 WHEREAS, in order to achieve the goals of ICCF, staff will need to be employed; and

23 WHEREAS, SPONSORING MEMBERS desire to engage COUNTY to perform professional,
24 managerial, technical and staff services hereafter set forth and COUNTY is willing and able to provide
25 such services.

26 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
27 hereto agree as follows:

28 1. COUNTY RESPONSIBILITIES

A. COUNTY shall designate one 0.5 full time equivalent (FTE) Staff Analyst and

1 one 0.5 full time equivalent (FTE) clerical staff support position to provide professional, managerial,
2 technical, and staff services for and to ICCF, and its advisory committees, in connection with programs
3 undertaken by ICCF and in accordance with its mission statement and related documents.

4 B. COUNTY shall pay a portion of costs in accordance with the schedule as
5 designated in Exhibit A, attached hereto and by this reference incorporated herein.

6 2. TERM

7 This Agreement shall become effective upon the 1st day of July 2008 and shall terminate
8 on the 30th day of June 2009 unless earlier terminated as hereinafter provided.

9 3. TERMINATION

10 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
11 provided thereunder, are contingent on the approval of funds by the appropriating public and private
12 non-profit agencies. Should sufficient funds not be allocated, the services provided may be modified in
13 accordance with Section 8, or this Agreement terminated at any time either by the COUNTY, or, by the
14 SPONSORING MEMBERS in unison upon written notification to the other party in accordance with
15 Section 15.

16 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
17 Agreement in whole or in part, where in the determination of the COUNTY there is a failure to comply
18 with any term of this Agreement.

19 C. Without Cause - Under circumstances other than those set forth above,
20 participation by any party to this Agreement may be terminated upon the giving of thirty (30) days
21 advance written notice to all other parties of an intention to terminate participation in a manner
22 consistent with Section 15 of this Agreement. Should a single SPONSORING MEMBER so terminate,
23 the remaining SPONSORING MEMBERS shall not be required to pay to the COUNTY any unpaid
24 portion of the terminating member's share of costs, unless agreed to in a written modification of this
25 Agreement by all remaining SPONSORING MEMBERS in accordance with Section 8. Any
26 terminating SPONSORING MEMBER will not receive a refund of any portion of that SPONSORING
27 MEMBER's share of costs paid prior to the termination date.

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1 **4. COMPENSATION**

2 A. SPONSORING MEMBERS shall pay Nine Thousand Dollars (\$9,000) towards
3 the County's costs for staff and operation in accordance with Exhibit A.

4 B. Each SPONSORING MEMBER shall pay the invoiced amount within thirty (30)
5 days from the date of receipt, in accordance with Section 6.

6 C. SPONSORING MEMBERS shall make remittance payable to: Fresno County
7 Human Services Finance and send to P.O. Box 1912, Fresno CA 93718.

8 D. In no event shall the total obligation of all the SPONSORING MEMBERS
9 combined for reimbursement to COUNTY for salaries, benefits and supplies covered by this
10 Agreement exceed Fifty-Four Thousand Dollars (\$54,000.00). The total cash value of this Agreement
11 including cash contributions by COUNTY shall not exceed One Hundred Fifty-Six Thousand, Five
12 Hundred and Fifty-Six Dollars (\$156,556.00).

13 **5. ACCOUNTING AND INSPECTIONS**

14 SPONSORING MEMBERS' payments shall be held by COUNTY in a special revenue
15 account. COUNTY shall maintain complete and accurate records with respect to costs incurred under
16 this Agreement, and all such records shall be maintained on a generally-accepted accounting basis and
17 shall be clearly identified and readily accessible. With the exception of personnel files maintained by
18 COUNTY, SPONSORING MEMBERS shall have free access, during regular business hours, to all of
19 COUNTY's records and data with respect to the matters covered by this Agreement, and the right to
20 audit same. At the conclusion of the term of this Agreement, reconciliation of SPONSORING
21 MEMBERS' contributions and COUNTY's actual costs shall be completed. At the discretion of each
22 of the SPONSORING MEMBERS, unexpended funds will be either reimbursed or credited to their
23 individual accounts.

24 **6. INVOICING**

25 COUNTY shall invoice each SPONSORING MEMBER, in October, for one-half (1/2)
26 of the full amount due as delineated in Exhibit A. COUNTY shall invoice each SPONSORING
27 MEMBER, in June, for the balance.

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1 7. INDEPENDENT CONTRACTOR

2 This Agreement is not intended to and will not be construed to create the relationship of
3 principal-agent, master-servant, employer-employee, partnership, joint venture or association between
4 the parties; none are officers of another. Each of the parties, their officers, agents, and employees, in
5 their performance of this Agreement shall act in an independent capacity between each other.

6 8. MODIFICATION

7 Any matters of this Agreement may be modified from time to time by the written
8 consent of all parties without, in any way, affecting the remainder.

9 9. NON-ASSIGNMENT

10 No party shall assign, transfer or sub-contract this Agreement nor their rights or duties
11 under this Agreement without the prior written consent of the other parties.

12 10. HOLD-HARMLESS

13 Each party agrees to indemnify, save, hold harmless and at the other parties' request,
14 defend the other parties, their officers, agents and employees against the payment of any and all costs
15 and expenses, claims, suits and liabilities for bodily and personal injury to or death of any person and
16 for death or injury or loss of any property resulting from or arising out of or in any way connected with
17 any neglect or wrongful acts or omissions of the indemnifying party, its officers, agents and employees,
18 in performing or failing to perform under this Agreement. In addition, each party agrees to indemnify
19 the other parties for Federal, State of California and/or local audit exceptions resulting from
20 noncompliance herein on the part of any party.

21 11. INSURANCE

22 A. COUNTY shall maintain in full force and effect during the term of this
23 Agreement a program of self-insurance at a minimum amount of Seven Hundred Fifty Thousand
24 Dollars (\$750,000) with an additional excess carrier amount of Ten Million Dollars (\$10,000,000).

25 B. COUNTY is responsible for maintaining Worker's Compensation coverage
26 pursuant to the California Labor Code.

27 C. Evidence of all above-mentioned coverage shall be provided to any
28 SPONSORING MEMBER by COUNTY upon that SPONSORING MEMBER's request. Notice of any

1 material change of either above-mentioned coverage shall be provided by COUNTY to all
2 SPONSORING MEMBERS in accordance with Section 15 of this Agreement.

3 **12. COMPLIANCE WITH LAW**

4 In the performance of their respective obligations contemplated by the Agreement, each
5 party agrees to comply with all applicable local, state and federal laws and regulations as those laws
6 and regulations may change from time to time.

7 **13. CONFIDENTIALITY**

8 All services performed under this Agreement shall be in strict conformance with all
9 applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

10 **14. SEVERABILITY**

11 In the event a court of competent jurisdiction shall hold any provision of this Agreement
12 invalid or unenforceable, such holdings shall not affect the validity or enforceability of the remaining
13 provisions of the Agreement.

14 **15. NOTICES**

15 The persons and their addresses having authority to give and receive notices under this
16 Agreement include the following:

17 COUNTY

18 Catherine A. Huerta, Interim Director
19 Department of Children and Family Services
20 2011 Fresno Street, Suite 301
21 Fresno, CA 93721

SPONSORING MEMBERS

SEE EXHIBIT B

22 Any and all notices between the parties provided for or permitted under this Agreement
23 or by law shall be in writing and shall be deemed duly served when personally delivered to the parties,
24 or in lieu of such personal service, when deposited in the United States Mail, postage prepaid,
25 addressed to each party.

26 **16. INTENDED THIRD PARTY BENEFICIARY**

27 The parties agree that ICCF is an intended third party beneficiary of this Agreement in
28 that ICCF will receive the services provided by COUNTY under this Agreement.

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1 **17. GOVERNING LAW**

2 The parties agree that for the purposes of venue, performance under this Agreement is to
3 be in Fresno County, California.

4 The rights and obligations of the parties and all interpretation and performance of this
5 Agreement shall be governed in all respects by the laws of the State of California.

6 **18. ENTIRE AGREEMENT**

7 This Agreement, including Exhibits, constitutes the entire agreement between the
8 SPONSORING MEMBERS and COUNTY with respect to the subject matter hereof and supersedes all
9 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and
10 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Fresno, California,
2 retroactive to the day and year first above written.

3 APPROVED AS TO LEGAL FORM:
4 JANELLE KELLEY, Interim County Counsel

COUNTY OF FRESNO

6 By _____

By _____
Chair, Board of Supervisors

8 Date: _____

Date: _____

9 APPROVED AS TO ACCOUNTING FORM:
10 VICKI CROW, C.P.A., Auditor-Controller
11 Treasurer-Tax Collector

BERNICE SEIDEL, Clerk
Board of Supervisors

12 By _____

By _____

13 Date: _____

Date: _____

15 REVIEWED AND RECOMMENDED FOR
16 APPROVAL:

18 By _____
19 CATHERINE A. HUERTA, Director
20 Department of Children and Family Services

Date: _____

23 FUND # 0001
24 SUBCLASS # 10000
25 BUDGET # 56417641
26 ACCOUNT # 5800

PLEASE SEE ADDITIONAL
SIGNATURE PAGES ATTACHED

1 FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

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3 REVIEWED AND RECOMMENDED FOR
4 APPROVAL:

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7 LARRY POWELL, FRESNO COUNTY
8 SUPERINTENDENT OF SCHOOLS

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FUND # 0001
SUBCLASS # 10000
BUDGET # 56417641
ACCOUNT # 5800

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REVIEWED AND RECOMMENDED
FOR APPROVAL

FRESNO UNIFIED SCHOOL DISTRICT

MIKE HANSON, SUPERINTENDENT

PRESIDENT,
BOARD OF EDUCATION

APPROVED AS TO LEGAL FORM

BY: _____
FRESNO UNIFIED SCHOOL DISTRICT
LEGAL COUNSEL

DATE

FUND # 0001
SUBCLASS # 10000
BUDGET # 56417641
ACCOUNT # 5800

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REVIEWED AND RECOMMENDED
FOR APPROVAL

CLOVIS UNIFIED SCHOOL DISTRICT

TERRY BRADLEY, SUPERINTENDENT

PRESIDENT, BOARD OF TRUSTEES

FUND # 0001
SUBCLASS # 10000
BUDGET # 56417641
ACCOUNT # 5800

1 ATTEST:
2 REBECCA E. KLISCH
3 City Clerk

CITY OF FRESNO
A Municipal Corporation

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6 BY: _____

ANDREW SOUZA, CITY MANAGER

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11 APPROVED AS TO FORM:

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14 _____
JAMES C. SANCHEZ
15 City Attorney

16 _____
DATE

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22 FUND # 0001
23 SUBCLASS # 10000
24 BUDGET # 56417641
ACCOUNT # 5800

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REVIEWED AND RECOMMENDED
FOR APPROVAL

FRESNO AREA WORKFORCE
INVESTMENT CORPORATION

BLAKE KONCZAL
CHIEF EXECUTIVE OFFICER

CHAIR
BOARD OF DIRECTORS

FUND # 0001
SUBCLASS # 10000
BUDGET # 56417641
ACCOUNT # 5800-

1 REVIEWED AND RECOMMENDED
2 FOR APPROVAL

FRESNO COUNTY ECONOMIC
OPPORTUNITIES COMMISSION

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ROGER PALOMINO,
EXECUTIVE DIRECTOR

CHAIR
BOARD OF COMMISSIONERS

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FUND # 0001
SUBCLASS # 10000
BUDGET # 56417641
ACCOUNT # 5800

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EXHIBIT A – Operating Budget
FRESNO COUNTY INTERAGENCY FOR CHILDREN AND FAMILIES (ICCF)
JULY 1, 2008 - JUNE 30, 2009

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5	<u>SALARIES</u>	\$	85,261
6	<u>BENEFITS</u>		
7	Overtime	\$	0
8	Unemployment Insurance	\$	67
9	Retirement Contribution	\$	22,408
10	OASDI	\$	5,109
11	Workers Compensation	\$	2,474
12	Health Insurance	\$	10,007
13	Life Insurance	\$	152
14	W-2 Reportable Mileage	\$	0
15	Benefits Administration Fee	\$	184
16	TOTAL PERSONNEL COSTS	\$	125,662
17	<u>SERVICES AND SUPPLIES</u>		
18	Insurance	\$	1,739
19	Office Expense	\$	3,822
20	Postage	\$	1,296
21	Publications and Legal Notices	\$	0
22	Small Tools and Instruments	\$	0
23	Data Processing Services	\$	558
24	Professional and Specialized Services	\$	7,000
25	Transportation and Travel	\$	2,127
26	PeopleSoft	\$	567
27	<u>COUNTY IN KIND</u>		
28	County Overhead (10% S&B)	\$	12,096
29	Space and Utilities	\$	939
30	Telephone	\$	750
31	TOTAL SERVICES & SUPPLIES	\$	30,894
32	TOTAL OPERATING BUDGET	\$	156,556
33	<u>OPERATING REVENUE</u>		
34	Fresno Unified School District	\$	9,000
35	Clovis Unified School District	\$	9,000
36	Fresno County Office of Education	\$	9,000
37	City of Fresno	\$	9,000
38	Fresno Area Workforce Investment Board	\$	9,000
39	Fresno County Economic Opport. Commission	\$	9,000
40	Fresno County Cash Contribution	\$	88,771
41	Fresno County In-Kind Contribution	\$	13,785
42	TOTAL OPERATING REVENUE	\$	156,556

EXHIBIT B – Sponsoring Members
FRESNO COUNTY INTERAGENCY FOR CHILDREN AND FAMILIES (ICCF)
JULY 1, 2008 - JUNE 30, 2009

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City of Fresno
2600 Fresno Street
Fresno, CA 93721

Clovis Unified School District
1450 Herndon Ave
Clovis, CA 93612

Fresno County Economic Opportunities Commission
1920 Mariposa Mall, Suite 300
Fresno, CA 93721

Fresno Area Workforce Investment Corporation
2000 Fresno Street, Suite 200
Fresno, CA 93721

Fresno County Superintendent of Schools
1111 Van Ness Avenue
Fresno, CA 93721

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

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