

15-717
8/20/15

FIRST AMENDMENT

TO

MEMORANDUM OF UNDERSTANDING
BETWEEN
AND

This Amendment is made and entered into, effective the 1st day of August 2015, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "Agency"), and FRIENDS OF CALWA, a California nonprofit organization (hereinafter referred to as "FOC") (collectively, the "Parties").

RECITALS

WHEREAS, on January 1, 2015, the Parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds awarded from the California Governor's Office of Emergency Services ("CalOES") through the 2014 Grant Funding Cycle – Project Safe Neighborhoods (hereinafter referred to as "PSN" or as the "Program"), funded by the United States Department of Justice ("DOJ"); and

WHEREAS, the Program is intended to focus special effort on creating safe neighborhoods through a sustained reduction in crime associated with gang and gun violence; and

WHEREAS, upon award of grant funds and entry by Agency into a grant agreement with CalOES ("Grant") consistent with the Program, Agency through its Police Department ("FPD") is working in partnership with FOC for the purpose of providing a youth development program for youth 11 to 15 years of age residing in neighborhoods surrounding the community of Calwa, including providing instruction and mentorship to develop leadership skills, gain self-esteem, learn the value of community, and exercise self-empowerment; and

WHEREAS, upon direction by CalOES and the DOJ, the Parties desire to provide clarification regarding certain items in Exhibit A to the MOU, "Cost Breakdown for Friends of Calwa regarding the 2014 Project Safe Neighborhood (PSN) grant program (Performance Period of October 1, 2014-July 31, 2016)."

AMENDMENT

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. Exhibit A is amended as attached and incorporated herein.

2. The term of the MOU shall be extended to July 31, 2017; accordingly Sections 4(A) and 4(B) of the MOU shall be updated to indicate the term of the MOU ends July 31, 2017, and the title of Exhibit A shall be amended to, "Exhibit A, Cost Breakdown for Friend of Calwa Regarding the 2014 Project Safe Neighborhoods (PSN) Grant Program (Performance Period of October 1, 2014 - July 31, 2017)."
3. All remaining sections of the Agreement remain unchanged.

Attachment:

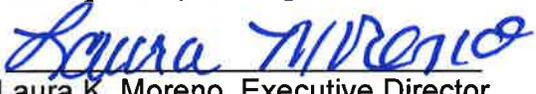
Amended Exhibit A, Cost Breakdown for Friends of Calwa Regarding the 2014 Project Safe Neighborhoods (PSN) grant program

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in Fresno, California, as of the day and year first hereinabove written.

CITY OF FRESNO,
a California municipal corporation

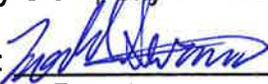
By: 
Jerry Dyer, Chief of Police
Fresno Police Department

FRIENDS OF CALWA,
a California non-profit organization

By: 
Laura K. Moreno, Executive Director

Taxpayer Federal ID # 27-1546862

ATTEST:
YVONNE SPENCE, CMC
City Clerk, City of Fresno

By:  10-12-2015
Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney, City of Fresno

By: 
Amanda B. Freeman, Deputy

Address: City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

FOC:
Friends of Calwa
Attention: Laura K. Moreno,
Executive Director
P.O. Box 7861
Fresno, CA 93747

Exhibit A
Cost Breakdown for Friends of Calwa Regarding the
2014 Project Safe Neighborhoods (PSN) Grant Program
(Performance Period of October 1, 2014 - July 31, 2017)

BUDGET

PERSONNEL SALARIES:

1 FTE Youth Coordinator Salary @ 75% = Total \$47,970

1FTE Program Manager Salary @ 5% = Total \$4,615

Fringe = Total \$6,560

Funds will be used throughout the life of the grant and are calculated throughout 24 calendar months of salary in the amount of \$23,400 for the Youth Coordinator for year one of the project and \$24,570 for year two of the project. Salary is calculated based on a \$15.00 hourly rate and 0.75 FTE with a projected 5% increase in year two of the project. The Youth Coordinator will be responsible for the overall direct services of the project and the mentorship of youth participants.

The Program Manager is devoted to oversee and coordinate the activities of the project and manage all project personnel. Funds are requested for 24 calendar months of partial salary in the amounts of \$2,250 for year one and \$2,365 for year two of the project. The partial salary calculation is based on a \$21.65 hourly rate and 0.05 FTE with a projected 5% increase in year two of the project.

Fringe expenses are charged for each project employee at the currently approved and anticipated rates for Social Security, Medicare, California Unemployment Insurance, Federal Unemployment Insurance and Employment Training Tax for a total amount of \$3,200 in year one and \$3,360 in year two of the project.

OPERATING EXPENSES:

Materials and Supplies = \$2,460

Materials and supplies for the project in the amount of \$1,200 for year one and \$1,260 for year two of the project are essential to conduct Youth Circle meeting activities, including, but not limited to; butcher paper, journals for youth participants, art supplies, makers, crayons, and other similar items. It is estimated that at least 24 meetings/events will be conducted with supplies at approximately \$50 per meeting with a projected 5% increase in year two.

Sports Equipment = \$1,025

Sports Equipment in the amount of \$500 for year one and \$525 for year two of the project will be used to purchase soccer balls, basketballs, baseball/softball equipment, and other sports equipment necessary to carry out planned monthly outdoor activities in order to nurture community connections and build youth self-esteem while keeping youth off the streets. Sports equipment is expected to wear and tear due to regular use and will be replaced during year two of the project with an anticipated 5% increase in purchase cost.

Staff Mileage = Total \$2,050

Mileage in the amount of \$1,000 is requested in year one and \$1,050 in year two of the project to reimburse project staff for local mileage while on official business. It is anticipated that project staff will travel 145 miles per month to attend meetings, provide project services to youth participants, conduct outreach and other related activities. Mileage rate is calculated based on the currently approved Internal Revenue Service's rate of \$0.575 per mile in year one and estimated to increase by 5% in year two of the project.

Transportation Costs = Total \$6,765

Transportation costs in the amount of \$3,300 in year one and \$3,465 in year two of the project are for the purchase of bus tokens and quarterly vehicle rentals (including insurance and gasoline) to allow project participants to participate in Youth Circle meetings, monthly outdoor activities, and quarterly project events. Bus tokens will be purchased to provide participants two bus tokens per scheduled meeting/event, as needed, for a total of 480 bus tokens (2 tokens per participant x 24 meetings per year) for a total of \$500 (\$55.00 per 50 bus tokens) for year one. Vehicle rentals will occur on a quarterly basis to transport youth participants to outdoor locations. It is estimated that two 7-passenger vans will be rented each time, for a total expense of \$700 (\$225 rental, \$25 insurance, \$100 gas) during each quarter, for a total of \$2,800 for year one. It is estimated that bus tokens and vehicle rental fees will increase by 5% in year two of the project due to fluctuations in fuel costs and participation.

Communications Costs = Total \$2,660

Communications costs in the amount of \$1,400 in year one and \$1,260 in year two of the project are to support monthly project staff cell phone stipends in the amount of \$25 per month to cover the use of personal cell phones for project related communications and to pay for wireless internet services to allow project staff to complete project activities in and outside of the office. Project staff is expected to conduct outreach activities, conduct meetings off-site, etc. and will require a mobile internet connection to complete project paperwork and be connected to the organization's email and cloud based services in order to successfully complete the deliverables of the project. Communications costs are projected to be higher during year one due to the anticipated

one-time wireless connection fee of \$200. It is anticipated that base communications costs will increase by 5% during year two.

Payroll Fees and Expenses = Total \$2,460

Payroll fees and expenses in the amount of \$1,200 in year one and \$1,260 in year two of the project to support payroll processing fees incurred for project staff. ADP charges the organization \$50 per employee, per payroll cycle to process employee paychecks. Payroll fees are calculated based on a bi-monthly payroll schedule for a total one project employee (\$100 per month x one employee x 12 months). It is anticipated that payroll processing fees will increase by 5% in year two of the project.

Insurance and Indemnification = Total \$3,435

Insurance and indemnification costs in the amount of \$475 in year one and \$500 in year two of the project will support the purchase of commercial general liability insurance, commercial automobile liability insurance, professional liability insurance, workers compensation insurance, and employer's liability insurance as required under the project agreement. Insurance and indemnification funds are projected to increase by 5% during year two of the project.

Total Cost for the Duration of this AGREEMENT: \$80,000