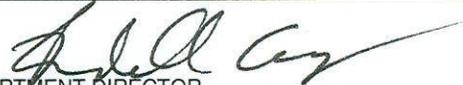


AGENDA ITEM NO.

COUNCIL MEETING 7/31/07

APPROVED BY

  
DEPARTMENT DIRECTOR

CITY MANAGER

July 31, 2007

**FROM:** RANDALL L. COOPER, Director *RC*  
Parks, Recreation and Community Services Department

**BY:** Marvita Gowdy, Management Analyst II *MG*

**SUBJECT:** APPROVE RENEWAL OF FRESNO COUNTY INTERAGENCY COUNCIL AGREEMENT

**KEY RESULT AREA** Customer Satisfaction

### RECOMMENDATIONS

It is recommend 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 2008 and that \$9,000 be approved as 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 2008 contract agreement is for the term July 1, 2007 through June 30, 2008. The City of Fresno's contribution for FY 2008 is \$9,000 and is included in the adopted FY 2008 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 FY06 (ten years), the City of Fresno has provided approximately \$70,000 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.

REPORT TO THE CITY COUNCIL

Agreement with ICCF

July 31, 2007

Page 2

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

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

**BACKGROUND**

The Fresno County Board of Supervisors authorized ICCF in March of 1994 to act as the local SB 997 Children's Coordinating Council in preparation of Fresno County's acceptance into the State AB 1741 Pilot Program. The Fresno County ICCF was formed to develop and ensure the implementation of a strategic plan that fosters coordination and integration of services, maximizes resources, and facilitates service delivery that benefit children and families and promote self-sufficiency, community involvement and personal responsibility.

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 2008 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 2008 City budget.

K:\jk\Rept to CC\Fresno Co Interagency...7-26-07

Attachment: Contract Agreement

1 AGREEMENT

2 This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and  
3 between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter  
4 referred to as "COUNTY", and each entity listed in Exhibit B, attached hereto and by this reference  
5 incorporated herein, hereinafter collectively referred to as "SPONSORING MEMBERS".

6 WITNESSETH:

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

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

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

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

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

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

27 1. COUNTY RESPONSIBILITIES

28 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 1<sup>st</sup> day of July 2007 and shall terminate  
8 on the 30th day of June 2008 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.

28 **4. COMPENSATION**

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

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

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

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

12           **5.     ACCOUNTING AND INSPECTIONS**

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

23           **6.     INVOICING**

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

27           **7.     INDEPENDENT CONTRACTOR**

28           This Agreement is not intended to and will not be construed to create the relationship of

1 principal-agent, master-servant, employer-employee, partnership, joint venture or association between  
2 the parties; none are officers of another. Each of the parties, their officers, agents, and employees, in  
3 their performance of this Agreement shall act in an independent capacity between each other.

4 **8. MODIFICATION**

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

7 **9. NON-ASSIGNMENT**

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

10 **10. HOLD-HARMLESS**

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

19 **11. INSURANCE**

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

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

25 C. Evidence of all above-mentioned coverage shall be provided to any  
26 SPONSORING MEMBER by COUNTY upon that SPONSORING MEMBER's request. Notice of any  
27 material change of either above-mentioned coverage shall be provided by COUNTY to all  
28 SPONSORING MEMBERS in accordance with Section 15 of this Agreement.



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

3           **18.    ENTIRE AGREEMENT**

4           This Agreement, including Exhibits, constitutes the entire agreement between the  
5 SPONSORING MEMBERS and COUNTY with respect to the subject matter hereof and supersedes all  
6 previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
7 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 DENNIS A. MARSHALL, COUNTY COUNSEL

COUNTY OF FRESNO

5  
6 By \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

7  
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: \_\_\_\_\_

14  
15 REVIEWED AND RECOMMENDED FOR  
16 APPROVAL:

17  
18 By \_\_\_\_\_  
19 Catherine A. Huerta, Interim Director  
20 Department of Children and Family Services

Date: \_\_\_\_\_

21  
22  
23 FUND # 0001  
24 SUBCLASS # 10000  
25 BUDGET # 56417641  
26 ACCOUNT # 5800

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGES ATTACHED**

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ATTEST:  
REBECCA E. KLISCH  
City Clerk

CITY OF FRESNO  
A Municipal Corporation

BY: \_\_\_\_\_

\_\_\_\_\_  
ANDREW SOUZA, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES C. SANCHEZ, CITY ATTORNEY  
By Robert R. Coyle - Deputy

\_\_\_\_\_  
7-26-07  
DATE

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

**EXHIBIT A – Operating Budget**  
**FRESNO COUNTY INTERAGENCY FOR CHILDREN AND FAMILIES (ICCF)**  
**JULY 1, 2007 - JUNE 30, 2008**

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<u>SALARIES</u>	\$ 85,261
<u>BENEFITS</u>	
Overtime	\$ 0
Unemployment Insurance	\$ 67
Retirement Contribution	\$ 22,408
OASDI	\$ 5,109
Workers Compensation	\$ 2,474
Health Insurance	\$ 10,007
Life Insurance	\$ 152
W-2 Reportable Mileage	\$ 0
Benefits Administration Fee	\$ 184
<b>TOTAL PERSONNEL COSTS</b>	<b>\$ 125,662</b>
<u>SERVICES AND SUPPLIES</u>	
Insurance	\$ 1,739
Office Expense	\$ 3,822
Postage	\$ 1,296
Publications and Legal Notices	\$ 0
Small Tools and Instruments	\$ 0
Data Processing Services	\$ 558
Professional and Specialized Services	\$ 7,000
Transportation and Travel	\$ 2,127
PeopleSoft	\$ 567
<u>COUNTY IN KIND</u>	
County Overhead (10% S&B)	\$ 12,096
Space and Utilities	\$ 939
Telephone	\$ 750
<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>\$ 30,894</b>
<b>TOTAL OPERATING BUDGET</b>	<b>\$ 156,556</b>
<u>OPERATING REVENUE</u>	
Fresno Unified School District	\$ 9,000
Clovis Unified School District	\$ 9,000
Fresno County Office of Education	\$ 9,000
City of Fresno	\$ 9,000
Fresno Area Workforce Investment Board	\$ 9,000
Fresno County Economic Opport. Commission	\$ 9,000
Fresno County Cash Contribution	\$ 88,771
Fresno County In-Kind Contribution	\$ 13,785
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 156,556</b>

