

2016
ROBBIN MACKBEE FIREFIGHTER YOUTH ACADEMY
MEMORANDUM OF UNDERSTANDING
Between the City of Vallejo, and Solutions For At Risk Youth

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Vallejo ("CITY"), a charter city and municipal corporation, and Solutions For At Risk Youth ("SFARY") ("GRANTEE"), a 501(c)(3) nonprofit, effective March 5, 2016. The CITY, and SFARY shall be jointly referred to as the "Parties".

1. PURPOSE OF MOU

This MOU formalizes the relationship between the participating entities in order to establish an academy for at-risk youth. This MOU delineates the mission, organizational structure, and procedures of the Robbin Mackbee Firefighter Youth Academy (hereinafter the "Academy") as a joint cooperative effort between the City of Vallejo's Fire Department ("VFD"), and SFARY.

2. TERM

The term of this MOU shall begin on March 5, 2016, and end on December 12, 2016, unless terminated earlier as provided herein. The Parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by the Parties.

3. PROJECT IMPLEMENTATION

The CITY hereby grants to the GRANTEE an amount not to exceed \$14,400 for the compensation of a program instructor, an amount not to exceed \$600 for uniform patches and sewing expenses, and an amount not to exceed \$10,200 for meals on instructional days and related kitchen supplies and utensils. The GRANTEE may request written approval from the CITY to expend any remaining Grant Funds from the \$50,000 grant for purposes identified in Exhibit A and Exhibit B. Approval for these additional improvements or allocations shall be granted or denied at the CITY's sole discretion.

Upon purchasing insurance coverage, the GRANTEE may submit an invoice to the City not to exceed \$850, reimbursed from City funding outside of the grant agreement.

4. MISSION OF THE ACADEMY

The Academy is a youth development and mentoring program that provides public safety career exploration and life guidance to interested youth. The program will provide resources and opportunities to help the participants improve their academic performance, increase their community service efforts and exercise greater self-discipline.

5. DUTIES AND RESPONSIBILITIES

A. SFARY. The responsibilities of SFARY shall include the following:

ELIGIBILITY

All Participatory Budget (PB) funded programs and service projects must meet the existing City-implemented Housing and Urban Development (HUD) Community Development Block Grant (CDBG) guidelines and qualifications.

SFARY must verify and provide documentation:

- At least 51 percent or more of all program participants come from households with low-to moderate-incomes in Solano County, documented by paystubs, tax returns, proof of public benefits, or other proof of income provided from a public agency.

PRE-PROGRAM

- Identify and seek various human and financial resources from the local community.
- Prepare and submit proposals for funding with the assistance of the VFD and the Vallejo City Unified School District (School District).
- Establish program collaboration and community coalition with other organizations.
- Carry out recruitment efforts at targeted high schools.
- Provide applications for duplication and distribution by VFD and School District.
- Contact local print and electronic media to promote the program to potential participants, volunteer role models and funders from the community.
- With assistance of VFD and School District, identify and coordinate a group of volunteers, mentors and positive role models from the membership of the collaborating organizations, collaborating agencies and the business community.
- Schedule, plan and coordinate a program orientation, physical fitness assessment, written exam, and oral interview.
- Select and notify applicants of their enrollment into the program
- Establish a waiting list if necessary
- Distribute and collect program information packets that include:
 - Parental Agreement
 - Code of Conduct
 - Medical History of participant
 - Consent for Medical and/or Emergency Treatment
 - Release of Liability Waiver
 - Uniform Agreement
 - Academic Release Authorization
 - Photo/Video release

PROGRAM

- Provide program curriculum, guidance and oversight, and supervision.
- Provide morning meal.
- Public safety topics will include fire behavior and extinguishment, basic first aid and CPR, disaster and earthquake preparedness.
- Offer youth development topics including helping participants develop a plan and set goals, build confidence and avoid the pitfalls that prevent youth from maximizing their potential.
- Ensure direction, scheduling and staff supervision to assist in program implementation.
- Mentor, coach and inspire youth to set and achieve their goals.
- Meet with participants on a regular basis to assess progress and determine needs.
- Schedule and coordinate parent meetings.
- Parents/guardians will provide transportation for participants to and from the Academy.

POST-PROGRAM

- Facilitate a post academy program evaluation.

- Collect cadet uniforms.
- Plan for next program.

B. CITY. The responsibilities of the CITY will include:

- Manage \$50,000 from the Participatory Budgeting (PB) process, and utilize to cover program expenses within PB guidelines.
- Provide a point of contact to coordinate VFD personnel with the academy.
- Provide program facilities and supplies for each phase of the program, including a classroom, storage, office and kitchen space, food and snacks, Firefighting equipment, cleaning and maintenance supplies.
- Provide VFD personnel as subject matter experts to instruct, demonstrate and mentor student participants.
- Host and participate in program planning and coordination meetings.
- Assist in identifying other community projects that the students can volunteer to participate in outside and apart from the Academy.
- Acknowledge and recognize the Academy as a partner of the VFD and place program events and activities on CITY's website.

6. PAYMENT PROCESS

The GRANTEE agrees to use all Grant Funds provided by the CITY under the terms of this Agreement solely for the Academy herein described. Grant Funds under this Agreement must be expended within the time frame of the Project Performance Period as set forth in Section 2 of this Agreement, with the exception of kitchen supplies and utensils that were purchased prior to the first Academy session.

All Requests for Payments must be submitted using a completed Request for Payment Form attached as Exhibit B. This form must be accompanied by 1) an itemized list of all expenditures, and 2) supporting documentation that clearly identifies the expenditure(s) in relation to the duties and responsibilities in Section 5 of this Agreement.

If the Request for Payment Form is incomplete, inadequate or inaccurate, the CITY will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the GRANTEE by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the GRANTEE and the contractor are the responsibility of the GRANTEE and are not reimbursable under this Agreement.

Final payment is contingent upon the CITY's verification that the Academy, as implemented, is consistent with Section 2 and Exhibit A, together with any CITY-approved amendments to the project's scope.

Grant Funds provided to the GRANTEE under this Agreement shall be disbursed for eligible costs within 30 days of the GRANTEE submitting monthly invoices for costs associated with the project to the CITY.

7. PROJECT REPORTING AND DOCUMENTATION

The GRANTEE shall submit monthly written progress reports or upon request by the CITY. Progress reports must be submitted using the Progress Report Form attached as Exhibit C.

Unless otherwise authorized by the CITY in writing, the GRANTEE shall submit a final Request for Payment and Project Completion Report in the form of a Progress Report Form within thirty (30) days of Project completion, as documentation of Academy project completion.

8. ACKNOWLEDGEMENT OF FUNDING SOURCE

Unless otherwise agreed upon between the parties, SFARY agrees that any publications, studies, or reports which are made possible by or derived in whole or in part from this Project, and any brochures, seminars, or other promotional materials or press releases through which it publicizes the Academy will acknowledge the CITY's support in the following manner: "Funding for this project has been provided by a community-supported Participatory Budgeting Project using City of Vallejo Measure B Funds." If SFARY is interviewed regarding the Academy project by members of the press, SFARY will use reasonable efforts to acknowledge the PB process and City support and encourage reference to that acknowledgement by the press, but SFARY cannot ensure that such acknowledgement will be included in an article or broadcast.

9. TERMINATION

This MOU may be terminated by either party, with or without cause, upon seven (7) business day's written notice to the other party.

10. HOLD HARMLESS

SFARY shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with SFARY's operations, or any SFARY subcontractor's operations, to be performed under this agreement for SFARY's or SFARY subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of SFARY, or any SFARY subcontractor, or anyone directly or indirectly employed by SFARY or a SFARY subcontractor for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

11. INSURANCE

Insurance shall conform to the following requirements: the GRANTEE shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the GRANTEE, his/her agents, representatives, employees or subcontractors. Such insurance shall not be construed to relieve the GRANTEE of any liability in excess of such coverage. GRANTEE shall name CITY as additional insured.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
 2. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- B. Minimum Limits of Insurance
The GRANTEE shall maintain limits no less than:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate.
 2. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
 3. Sexual abuse and Molestation Coverage: \$2,000,000 per occurrence and \$2,000,000 aggregate for SFARY and SFARY's subcontractors providing services to children.
- C. Background: All SFARY employees and weekly volunteers will undergo a background check and fingerprinting prior to Project implementation.
- D. Deductibles and Self-Insured Retention
Any deductibles or self-insured retention greater than \$10,000 must be declared to and accepted by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12. NOTICE

Any notice, consent or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

If to City of Vallejo Fire Department:
Chief Jack McArthur
970 Nimitz Avenue
Vallejo, Ca 94592

If to SFARY:
Byron Berhel
579 Willow Court
Benicia, CA 94510

If to CITY:
Alyssa Alford
555 Santa Clara Street
Vallejo, Ca 94590

13. LIST OF EXHIBITS

Exhibit A - Resolution No. 15-143 N.C.

Exhibit B - Request for Payment Form

Exhibit C - Progress Report Form

Exhibit D – Change Order Form

This Agreement, and the attached exhibit, constitute the entire Agreement between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

SOLUTIONS FOR AT RISK YOUTH, a
nonprofit organization

CITY OF VALLEJO,
a municipal corporation

By: 
Byron Berhel
President/CEO

By: 
Daniel E. Keen
City Manager

DATE: 4/5/16

DATE: 4/12/16

ATTEST:

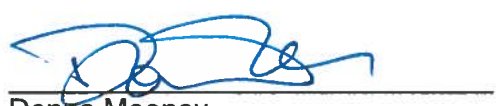
(City Seal)

By: 
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:


Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM:


Donna Mooney
Chief Assistant City Attorney

RESOLUTION NO. 15-143 N.C.

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF "VALLEJO FIRE YOUTH ACADEMY" PROJECT

WHEREAS, upon the completion of the Participatory Budgeting election process, the results were presented to this Council on December 8, 2015, and five projects were selected by the public, including the "Vallejo Fire Youth Academy" project as described in the "Cycle 3 Vote Results" attached to the staff report on that date, hereinafter, the "project"; and

WHEREAS, Pursuant to Resolution No. 15-008 N.C. the Council adopted the Participatory Budgeting Cycle 3 Rulebook determining that Participatory Budgeting Projects are eligible for funding if they meet the following criteria:

- 1) Provide primary benefit for the public-at-large (or a subset group that is not delineated by exclusive or paid membership in a group, organization, or by participation in a specific activity).
- 2) Provide a tangible, permanent benefit that allows for broad public access.
- 3) Are designed to accomplish their goals and fulfill their purpose using funds from the Cycle 3 PB process.
- 4) Are a capital infrastructure, capital improvement, and/or durable acquisition project implemented for public purposes by the City of Vallejo and/or a public agency, on public property held by a public agency, within the incorporated City limits.
- 5) Program and service projects implemented by a public agency and/or pre-qualified 501(c)3 non-profit organization, and meet the existing City-implemented eligibility guidelines used by the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

WHEREAS, this program will provide mentoring and career exploration for high school youth who are at risk of social, academic and/or economic challenges; and

WHEREAS, the Fire Department will help participants achieve academic success, self-discipline, and community service; and

WHEREAS, participants will be empowered to improve their community while maximizing their potential in a safe, structured and fun environment; and

WHEREAS, mentors will emphasize academic achievement, community service and self-discipline; and

WHEREAS, The community benefits when residents learn and are able to provide enhanced public safety through fire prevention and emergency response training, and promoting community service; and

WHEREAS, the Council has received evidence and testimony on the Project, and hereby exercises its authority to make the following findings and to resolve as follows.

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo finds the foregoing recitals to be true and additionally finds that implementing this Project will provide a public benefit based on the recitals above.

BE IT FURTHER RESOLVED that the following conditions must be met prior to the disbursement of funds:

1. Execution of one or more Grant Agreements with designated and approved 501(c)3 non-profit organizations not to exceed the amount specified in the Project Proposal.
2. Grant agreement(s) to be in a form as approved by the City Attorney. Each location can proceed individually to meet their requirements and obtain grant funds. The agreement must include the following:
 - a. A description of the services provided for the benefit of the public-at-large.
 - b. Safeguards for accountability and Project delivery including a final report to the City once project is completed.
 - c. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a steering committee member, delegate, proponent or advisor) during the Participatory Budgeting Process for this Project may personally benefit by receipt of any funds contained in any grant agreement for this Project authorized by this resolution.
3. The project implementing partner shall document the project's impact and participants to align with CDBG criteria and guidelines.

FURTHER, BE IT RESOLVED that subject to the findings and the conditions set forth in this resolution, the City Council hereby:

1. Authorizes the City Manager to execute any and all agreements, subject to review by the City Attorney, and to take any and all required actions to implement the Project, consistent with this Resolution, the Vallejo Municipal Code, the PB Rule book and any other applicable authority and additionally authorizes him to amend the project so as to ultimately promote the goals of the Project as set forth in the 'Description of voter-approved Project Proposal'.
2. Directs the City Manager to report to the City Council once the project is complete.

Adopted by the City Council of the City of Vallejo at a regular meeting held on December 8, 2015 with the following vote:

AYES: Mayor Davis, Vice Mayor Malgapo, Councilmembers Dew-Costa, McConnell, Miessner, Sampayan, and Verder-Aliga
NOES: None
ABSENT: None
ABSTAIN: None


OSBY DAVIS, MAYOR

ATTEST:


DAWN G. ABRAHAMSON, CITY CLERK