

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

6000 Lindhurst Ave., P.O. Box 2320, Marysville, California
Phone: (530) 749-6311 Fax: (530) 749-6281



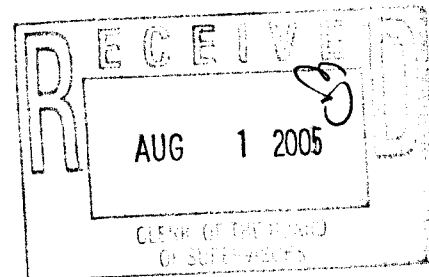
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ADMINISTRATION

Joseph W. Cassady, D.O.,
Health Officer
Phone: (530) 741-6366



TO: Human Services Committee
Yuba County Board of Supervisors

FROM: Suzanne Nobles, Director
Health & Human Services Department

DATE: August 9, 2005

SUBJECT: Memorandum of Understanding (MOU) between Yuba County and the City of Marysville for Funding of Services under the Senior Nutrition Access Card (SNAC) Program

RECOMMENDATION: Board of Supervisors approval of the MOU between the County of Yuba and the City of Marysville for the purpose of granting Community Development Block Grant (CDBG) funds for the provision of services under the SNAC program for the term of July 7, 2005 through June 30, 2006 is recommended.

BACKGROUND: Yuba County's SNAC program, which is administered through the Health and Human Services Department, provides monthly services to approximately 40 ongoing participants to ensure these participants have access to nutritious meals. These participants are Yuba County residents who are at least 60 years of age and meet a low-income standard. The SNAC program provides a monthly coupon book containing 20 coupons valued at \$6.00 each for use towards payment of local restaurant meals. Since July 2003, the City of Marysville, through its Community Development Department, has granted CDBG funds to add a component to the SNAC program to provide services to additional participants who are residents of the City of Marysville.

DISCUSSION: This MOU would provide CDBG funding in the amount of \$15,000.00 to allow the continuance of the SNAC program component for Marysville residents.

FISCAL IMPACT: Approval of this MOU would not impact County Funds as the costs of services provided by this MOU would be funded by CDBG funds.

ONE STOP CENTER FOR BUSINESS & WORKFORCE DEVELOPMENT

1114 Yuba Street, Marysville, CA 95901: (530) 749-4800, Fax: (530) 749-4988

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF YUBA
AND
CITY OF MARYSVILLE**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 7, 2005 by and between the County of Yuba, on behalf of its Health and Human Services Department, (hereafter "YCHHSD") and the City of Marysville (hereafter "CITY") for the purpose of utilizing Community Development Block Grant ("CDBG") funding for the provision of services under the Senior Nutrition Access Card ("SNAC") Program.

RECITALS

WHEREAS,

A. YCHHSD

1. is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
2. is responsible for the administration and provision of services under the SNAC Program through its Adult Services Division, and
3. has the responsibility, the experience and the expertise to provide services to, and otherwise assist County residents through its provision of services under the SNAC program.

B. CITY

1. is a municipal corporation governed by the Marysville City Council; and,
2. has applied for and has received funds from the CDBG program of the State of California's Department of Housing and Community Development; such funds are provided for under Title I of the Housing and Community Development Act of 1974, Public Law 93-383.

THEREFORE, YCHHSD, and CITY mutually agree as follows:

1. TERM

Commencement Date: July 7, 2005

Termination Date: June 30, 2006

Both parties understand and agree that neither party represents, implies, understands or otherwise warrants that the parties are required to enter into a new agreement or to renew this MOU following the expiration or termination of this MOU. Both parties waive all rights or claims to notice or a hearing respecting any failure to continue all or any such services after the automatic extension, if any there be.

2. DESIGNATED REPRESENTATIVES

Suzanne Nobles is the representative of YCHHSD. Gary W. Price, Marysville Community Development Coordinator, is the authorized representative for CITY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. OBLIGATIONS:

A. City's Obligations:

1. City shall provide to YCHHSD \$15,000.00 (Fifteen Thousand Dollars) of its CDBG grant according to the Fiscal Provisions set forth in section 4 below.
2. City shall retain oversight and management responsibilities of its CDBG funds.

B. YCHHSD's OBLIGATIONS:

1. YCHHSD shall provide, in accordance with the fiscal provisions set forth below, nutritional services to ten (10) new clients of the SNAC program who are residents of the City of Marysville. "Nutritional services" for purposes of this MOU are defined as the issuance of meal tickets to these City of Marysville clients for use at local restaurants to ensure that these clients have access to nutritional, balanced meals. These new City of Marysville clients will receive the same level of nutritional services as other clients in the SNAC program receive.
2. New clients must meet all the requirements of SNAC program and must be residents of the City of Marysville. YCHHSD shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be

limited to, client name, address, income level or such other data used by YCHHSD to determine eligibility, and description of service provided. Such information shall be made available to CITY staff for review upon request.

4. FISCAL PROVISIONS:

A. Contract Fee. Upon receipt of proper claims, CITY agrees to reimburse YCHHSD for the cost of services provided. CITY shall pay YCHHSD a contract fee not to exceed \$15,000.00 (Fifteen Thousand Dollars).

B. Invoice and Progress Report. YCHHSD shall submit a detailed monthly invoice and progress report to CITY for payment by the 10th day of each month following the provision of services. Each progress report shall detail the number of clients served and confirm that the clients live within the City of Marysville. The invoice shall summarize the total amount of costs of the services rendered.

C. Eligible Expenses Actually Incurred. CITY shall pay YCHHSD for its eligible expenses actually incurred that are authorized by this MOU based upon information submitted by YCHHSD in accordance with Section 4(B) above.

D. Sole Source of Payment. The sole source of payment to YCHHSD by CITY is CDBG funds.

E. Unauthorized Services. Services performed by YCHHSD and not authorized in this MOU shall not be paid for by CITY. The contract fee shall not be used for program administration or other costs associated with administering the delivery of services ("activity delivery"). Payment for additional services shall be made to YCDHHS by CITY if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba County Board of Supervisors and the Marysville City Council.

5. ADMINISTRATIVE REQUIREMENTS.

A. Cost Principles. YCHHSD shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," as applicable to this MOU, incorporated herein by this reference. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Records to be Maintained. YCHHSD shall maintain all records required by the Federal regulations specified in 24 CFR section 570.506 that are pertinent to the activities to be funded under this MOU.

C. Record Retention. YCHHSD shall retain all records pertinent to expenditures incurred under this MOU for a period of three (3) years after the termination of all activities funded under this MOU. Notwithstanding the above, if there

is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year-period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year-period, whichever occurs later.

D. Client Data. YCHHSD shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or such other data used by YCHHSD to determine eligibility, and description of service provided. Such information shall be made available to CITY staff for review upon request.

E. Disclosure. BOTH parties agree and understand that client information collected under this MOU is private and the use or disclosure of such information, when not directly connected with the administration of either parties' responsibilities with respect to services provided under this MOU, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

F. Close-Outs. YCHHSD's obligations to CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to CITY), and determining the custodianship of records.

G. Audits and Inspections. All YCHHSD records with respect to any matters covered under this MOU shall be made available to CITY, its designees or the federal government, at any time during the normal business hours, as often as CITY deems necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by YCHHSD within thirty (30) days after receipt by YCHHSD. The failure of YCHHSD to comply with the above audit requirements shall constitute a violation of this MOU and may result in the withholding of future payments by CITY. YCHHSD hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning YCHHSD audits and, as applicable, OMB Circular A-133.

H. Procurement Compliance. YCHHSD shall comply with current state and federal procurement policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, equipment, etc.) shall revert to CITY upon termination of this MOU.

6. GENERAL PROVISIONS.

A. Amendment. This MOU may be amended only with the written, mutual consent of both parties.

B. Health and Safety Standards. Both parties agree to adhere to all health and safety standards required by the State of California and/or the County of Yuba, including standards set forth in CAL/OSHA's Injury and Illness Prevention Program.

C. Knowledge of Abuse Reporting Laws. Both parties warrant that they are knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 *et seq.*) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 *et seq.*) requiring reporting of suspected abuse. YCHHSD agrees that its employees shall execute appropriate certifications relating to reporting requirements.

D. Drug Free Workplace. Both parties warrant that they are knowledgeable of the provisions of Government Code section 8350 *et seq.* in matters relating to providing a drug-free work place. Both parties agree that its employees shall execute appropriate certifications relating to a drug free workplace.

7. **ADDITIONAL PROVISIONS.**

A. CDBG National Objectives. YCHHSD certifies that the activities carried out with funds provided under this MOU will meet one or more of the CDBG program's national objectives, as defined in 24 CFR Part 5 section 570.208, which are to: 1) benefit low/moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet community development needs having a particular urgency.

B. Performance Monitoring. CITY shall monitor the performance of YCHHSD. Substandard performance, as determined by CITY shall constitute noncompliance with this MOU and be grounds for suspension or termination of this MOU, as specified in paragraph H of this Section 7. If action to correct such substandard performance is not taken by YCHHSD within thirty (30) days after being notified by CITY, CITY shall initiate suspension or termination procedures, as set forth in paragraph H of this Section 7.

C. General Compliance. YCHHSD agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG funds). YCHHSD also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this MOU. YCHHSD further agrees to utilize funds available under this MOU to supplement, rather than supplant, funds otherwise available. Recipients receiving nutritional services pursuant to this MOU must be residents of the City of Marysville.

D. Independent Contractor. Nothing contained in this MOU is intended to, or shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. YCHHSD shall at all times remain an independent contractor with respect to the services to be performed under this MOU. CITY shall be exempt from the payment of any and all Unemployment Compensation,

FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance for YCHHSD's employees and agents as YCHHSD is an independent contractor.

E. Hold Harmless. YCHHSD shall hold harmless, defend and indemnify CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of YCHHSD's performance or nonperformance of the services or subject matter specified in this MOU.

F. Insurance. Both parties understand that YCHHSD, through its administrative and risk management functions, maintains in force through self-insurance the following insurances:

1. Workers' Compensation coverage for all employees of the Commission and County.
2. Commercial General Liability providing coverage on an occurrence basis for bodily injury, personal injury and property damage.

Upon request, the county Risk Manager will provide CITY with a letter evidencing the insurance/self-insurance outlined above.

G. Grantor Recognition. YCHHSD shall ensure recognition of the CITY's funding, through the CDBG grant, in providing services through this MOU. If YCHHSD generates new activities, facilities or items pursuant to this MOU, YCHHSD shall prominently label such activity, facility or items with information regarding its funding source. In addition, YCHHSD shall include a reference to the funding source in its publications that discuss or promote services funded under this MOU. Nothing in this Section 7(G) shall impose a duty or obligation on YCHHSD to label any activity, facility or item that is not funded under this MOU.

H. Suspension or Termination. Either party may terminate this MOU at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of YCHHSD's obligations, set forth in Section 3(B) above may only be undertaken with the prior approval of CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by YCHHSD under this MOU with the exception of confidential client information shall, at the option of CITY, become the property of CITY, and YCHHSD shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

CITY may also suspend or terminate this MOU, in whole or in part, if YCHHSD materially fails to comply with any term of this MOU, or with any of the rules, regulations or provisions referred to herein; and CITY may declare YCHHSD ineligible for any further participation in CITY's agreements, in addition to any other remedies as provided

by law. In the event CITY has a reasonable belief that YCHHSD is in noncompliance with any applicable rules or regulations, CITY may withhold payment of funds until such time as CITY finds YCHHSD is in compliance, or until YCHHSD is otherwise adjudicated to be in compliance.

I. Civil Rights. YCHHSD agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, title VIII of the Civil Rights Act of 1968 as amended, section 104(b) and section 109 of Title I of the Housing and Community Development Act of 1974 as amended, section 50 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

J. Nondiscrimination. YCHHSD shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. YCHHSD shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. YCHHSD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

K. Section 504. YCHHSD agrees to comply with any federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 706), which prohibits discrimination against the disabled in any Federally assisted program. CITY shall provide YCHHSD with any guidelines necessary for compliance with that portion of the regulations in force during the term of this MOU.

L. Prohibited Activity. YCHHSD is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.

M. Assignability. YCHHSD shall not assign or transfer any interest in this MOU without the prior written consent of CITY thereto; provided, however, that claims for money due or to become due to YCHHSD from CITY under this MOU may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CITY.

N. Hatch Act. YCHHSD agrees that no funds provided, or personnel employed under this MOU, shall be in any way, or to any extent engaged in, the conduct or political activities in violation of Chapter 15 of Title V of the United States Code.

O. Conflict of Interest. YCHHSD agrees to abide by the provisions of 24 CFR section 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this MOU.

P. Lobbying. YCHHSD hereby certifies that:

- 1) No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, modification of any Federal contract, grant, loan, or cooperative agreement;
- 2) If any funds, other than Federally appropriated funds, have been paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL, "Disclosure Form to report Lobbying," in accordance with its instructions.
- 3) It shall require that the language of paragraph (4) of this certification of this paragraph T be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, of the United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Q. Religious Organization. YCHHSD agrees that funds provided under this MOU shall not be utilized for religious activities, to promote religious interests, or for the benefits of a religious organization in accordance with the Federal regulations specified in 24 CFR § 570.200(j).

R. Severability. If any portion of this MOU is held invalid by a court of competent jurisdiction, the remainder of the MOU shall not be affected thereby, and all other parts of this MOU shall nevertheless be in full force and effect.

8. NOTICES:

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

If to YCHHSD:
Suzanne Nobles, Director
Yuba County Health and
Human Services Department
Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to CITY:
Gary W. Price,
Community Development Coordinator
City of Marysville
P.O. Box 150
Marysville, CA 95901

IN WITNESS WHEREOF, this MOU has been executed as follows:

COUNTY OF YUBA

CITY of MARYSVILLE

Mary Jane Griego, Chairman
Board of Supervisors

Stephen R. Casey
City Manager

ATTEST:
Donna Stottlemeyer, Clerk of
The Board of Supervisors

ATTEST:
Billie Fangman
City Clerk

APPROVED AS TO FORM
Daniel G. Montgomery

By: Martha X. Wilson
Deputy County Counsel

REVIEWED AND RECOMMENDED
FOR APPROVAL

Suzanne Nobles
Suzanne Nobles, Director
Yuba County Health and
Human Services Department