



# Memorandum of Understanding

*between*

First 5 Butte County Children and Families Commission

*and*

*Children's Hope Foster Family Agency*

*In Support of High Quality Learning Initiative*

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This Memorandum of Understanding (MOU) is entered into upon execution by and between the First 5 Butte County Children and Families Commission (The Commission), and Children's Hope Foster Family Agency (CONTRACTOR).

**WITNESSETH:**

**WHEREAS**, it is the desire of the Commission that Children are ready for kindergarten.

**RESULT AREAS, STRATEGIES, AND INDICATORS:**

Children's Hope Foster Family Agency will address the Commission's High Quality Learning Initiative.

**Result Area:** First 5 Butte County efforts and investments increase access and opportunities, particularly for children living in poverty, to high quality early learning opportunities

**Outcome:** First 5 Butte County promotes and provides opportunities for children who are cared for outside of formal systems to access high quality opportunities for learning.

**Indicator:** Number and percent of children touched by First 5 Butte County investments whose caregivers talk, read and sing with them every day.

**NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **TERM:** The term of this MOU shall commence upon execution and end June 30, 2022.
2. **COMPENSATION:** The Commission will provide an amount not-to-exceed \$2,500 to CONTRACTOR to provide developmental toys designed for neuro-divergent children. Toys will be used at the Children's Hope Foster Family Agency visitation center and in resource family homes. Many children who enter foster care have complex medical needs that their caregivers struggle to manage, often because of limited resources. Many foster care children haven't been given the opportunity to explore the benefits of sensory play. These toys will help the children and their caregivers develop the children's five senses. Sensory play supports language development, cognitive growth, fine and gross motor skills, problem-solving skills, and social interaction.
3. **DOCUMENTATION & COORDINATION- CONTRACTOR SHALL:**
  - a) Provide the Commission with summary data about of how many resource family homes are provided with sensory toys.
  - b) Provide the Commission with summary data of how many children ages 0-5 benefitted from the purchase of the sensory toys.
  - c) Purchase services and goods, whenever reasonable and possible, from businesses located within Butte County.
  - d) Adhere to all Commission Requirements as referenced in Attachment II.
4. **INDEMNIFICATION:** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Commission, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the Commission, but excluding liability due to the active negligence or willful misconduct of the Commission. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or

compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts.

5. **INDEPENDENT CONTRACTOR:** CONTRACTOR is an independent contractor, working under their own supervision and direction and is not a representative or employee of the Commission. CONTRACTOR agrees to file tax returns and pay all applicable taxes on Agreements paid pursuant to this Agreement.

6. **INSURANCE:**

Without limiting CONTRACTOR indemnification, CONTRACTOR shall procure and maintain for the duration of this MOU, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by CONTRACTOR, and CONTRACTOR agents, representatives, employees, and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Attachment I, Standard Insurance Requirements, which by reference is made part of this MOU. Certificates evidencing the maintenance of CONTRACTOR'S insurance coverage shall be filed with the Commission

7. **ALTERATION OF TERMS:** The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

Notice: All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

Commission: Anna Bauer  
Director, First 5 Butte County  
82 Table Mountain Blvd., Suite 40  
Oroville, CA 95965  
(530) 552-3884  
abauer@buttecounty.net

Children's Hope  
Foster Family  
Agency:  
  
Lyndi Wallace  
Director of Development  
P.O. Box 901  
Gridley, CA 95948  
(530) 846-4955  
LWallace@Childrenshopeffa.org

8. **DISPUTE RESOLUTION:** Any disagreements that may occur shall be resolved at the lowest possible level within each agency with a cooperative spirit. The Commission and CONTRACTOR will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between the Commission and CONTRACTOR after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.

9. **TERMINATION:** The Commission and CONTRACTOR each reserve the right to immediately terminate this MOU, notifying each other likewise in writing.

*IN WITNESS HEREOF*, the parties hereto have executed this MOU as of the day and year written above.

**First 5 Butte County  
Children & Families Commission**

**Children's Hope Foster Family Agency**

DocuSigned by:  
*Anna Bauer* 5/5/2022  
AB4ADEECTS034AF...

DocuSigned by:  
*Lyndi Wallace* 5/5/2022  
AE86897990D04FC...

Anna Bauer, Director

Date

Lyndi Wallace, Director of Development

Date

## ATTACHMENT I STANDARD INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
  1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) **Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification, he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Commission requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.

**B. OTHER INSURANCE PROVISIONS:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Commission, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Commission, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, its officers, officials, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Commission.

**C. WAIVER OF SUBROGATION:** Contractor hereby grants to Commission a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Commission for all work performed by the Contractor, its employees, agents, and subcontractors.

**D. SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the Commission. The Commission may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Commission.

**E. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Commission.

**F. VERIFICATION OF COVERAGE:** Contractor shall furnish Commission with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**G. SPECIAL RISKS OR CIRCUMSTANCES:** Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**H. SUBCONTRACTORS:** Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Commission certificates of insurance and endorsements **before** beginning work under this contract.

## ATTACHMENT II COMMISSION REQUIREMENTS

1. Contractor shall invoice upon completion of scope of work or event through the Commission designated software. All invoices or claims must be substantiated by adequate supporting documentation, and must be based on verifiable financial records. Contractor shall submit supporting documentation with invoices, including but not limited to financial reports, receipts for material purchases, rental equipment, subcontractor work and employee travel. Contractor shall submit Invoices and documentation through the Commission's database. Final fiscal year invoices are due July 15th.
2. Final invoices must be submitted by July 15, 2022.
3. Contractor agency indirect costs are not allowed.
4. Commission shall require approval by the Director or designee of any budget line item that varies more than 15 percent from the approved budget. Line item budget revisions shall not increase the total budget amount.
5. Discretionary funds will not be extended, amended or renegotiated beyond the terms of the original contract.
6. Contractor is required to maintain and make available to the Commission accurate books and records relative to all its activities under the contract. Contractor shall maintain data and records in an accessible location and condition for a period of not less than three years from the date of final payment under the contract.
7. Contractor shall report data requested by Commission when submitting invoices for payment. Data should be entered into Commission designated software unless an alternative method has been approved by Commission designee.
8. Contractor shall ensure Commission receives updated Certificates of Insurance on a rolling basis, as they renew.
9. Contractor shall attend and participate in Commission meetings as requested.
10. Contractor shall comply with Commission Tobacco-Free and Food and Beverage policies.
11. Contractor shall acknowledge funding from First 5 Butte County Children and Families Commission by including the First 5 Butte County logo on all public materials related to the project, including (but not limited to) Web sites, emails, news releases, brochures, newsletters, flyers, public service announcements and posters. Contractor shall submit outreach materials to Commission staff for approval prior to distribution when requested.
12. Contractor shall ensure that program staff are aware of all Commission policies and requirements.