



Memorandum of Understanding

between

First 5 Butte County Children and Families Commission

and

African American Family & Cultural Center

In Support of the Strong Families Initiative

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 African American Family & Cultural Center (AAFCC) (CONTRACTOR).

WITNESSETH:

WHEREAS, it is the desire of the Commission *that Families raise their children in safe, stable and nurturing homes.*

RESULT AREAS, STRATEGIES AND INDICATORS:

The Juneteenth Celebration will address the Commission's *Strong Families Initiative*.

Result Area: Commission invests in partnerships and programs that strengthen individual factors through social connection, community capacity building, and access to needed services.

Strategy: Fund community and cultural celebrations and events.

Indicator: Number and percent of families touched by Commission programs and investments who report having what they need to support their child's growth and well-being.

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 \$2,500.00 to CONTRACTOR to promote and host a Juneteenth celebration at the Martin Luther King Park at 2921 B Street, in Oroville, on June 18, 2022. Juneteenth is a holiday celebrated on June 19th to commemorate the emancipation of enslaved people in the United States. Cultural celebrations promote the Five Protective Factors (Parental Resilience, Social Connections, Concrete Support in Times of Need, Knowledge of Parenting and Child Development, and Children's Social and Emotional Competence) that, when practiced in families, lead to stronger, healthier families and communities. AAFCC will coordinate and provide free opportunities for the community to celebrate the holiday.
3. **DOCUMENTATION & COORDINATION**
 - a) Contractor shall perform outreach and promotion of the events using mailers, flyers, radio advertisements, brochures, and/or social media. Contractor shall place the Commission logo on all event outreach and materials, including mailers, flyers, and sign-in sheets, and recognize the Commission's investment whenever possible. Contractor shall get Commission approval for outreach and promotion materials in accordance with Attachment II, Terms and Conditions #11.
 - b) Contractor shall develop contracts with culturally appropriate entertainers such as musicians, dancers, and poets.
 - c) Contractor shall provide other forms of safe and healthy entertainment, such as basketball or other sports, children's activities, and board games as applicable.
 - d) Contractor will provide t-shirts, gift cards, and other incentives for participation in sports, games, and activities.
 - e) Contractor shall provide healthy food and beverages free of charge to participants in accordance with Attachment II, Terms and Conditions #10, and Attachment IV.
 - f) Contractor shall submit a final report and demographic information, including the number of 0-5 year old children and their caregivers who benefitted from the activity, by July 15, 2022.

- g) Contractor shall submit a detailed invoice and all accompanying receipts for proof of purchase for all events supplies, materials, and entertainment costs by July 15, 2022.
- h) Contractor shall produce a multimedia report for the Commission documenting the event.

4. **COMMISSION RESPONSIBILITIES:**

- a) Commission staff will provide guidance and support as needed and requested, and process all forms and invoices in a timely manner after review and approval.

5. **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.

6. **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.

7. **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.

8. **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:

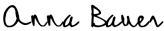
Commission: Anna Bauer
Director, First 5 Butte County
82 Table Mountain Blvd., Suite 40
Oroville, CA 95965
(530) 552-3884
abauer@buttecounty.net

African American
Family & Cultural
Center:
Tiffany McCarter
African American Family & Cultural Center
3300 Spencer Ave
Oroville, CA 95966
(530) 532-1205
tmccarter@aafcc-oroville.org

- 9. **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.
- 10. **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**

DocuSigned by:
 5/4/2022
AB4ADEEC15034AE

 Anna Bauer, Director Date

African American Family & Cultural Center

DocuSigned by:
 5/4/2022
2257C3BDDA3B46B

 Tiffany McCarter, Executive Director 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 requirement

ATTACHMENT III BUDGET

African American Family and Cultural Center

Juneteenth 2022

	Budget Line Item	Budget	Narrative (explain how dollar amount is the right amount for the Scope of Work, per line item)
A.	Personnel		
	Personnel Expenses Subtotal	\$0.00	
B.	Program		
i.	Direct service costs	\$2,500.00	
	<i>Program Materials and Supplies</i>	\$150.00	<i>Supplies for arts, crafts, decorations, sports, and games</i>
	<i>Advertising and Outreach</i>	\$150.00	<i>Stamps and envelopes for mailers</i>
	<i>Events and Socializations</i>	\$2,000.00	<i>Incentives for participation in sports, games, and activities for children ages 0-5, rental of park facility</i>
	<i>Copies and Printing</i>	\$200.00	<i>Printing of flyers and signs</i>
ii.	Local mileage	\$0.00	
iii.	Staff training and conferences	\$0.00	
iv.	Professional services	\$0.00	
	Program Expenses Subtotal	\$2,500.00	
C.	Administrative	\$0.00	
D.	Direct Expenses Subtotal (A+B)	\$2,500.00	
E.	Indirect Costs (max. 15% of direct)	\$0.00	
F.	Total Budget	\$2,500.00	

ATTACHMENT IV FOOD AND BEVERAGE POLICY

For the purpose of increasing public (children and parents) participation at funded program services and events, healthy food and beverages in standard serving sizes may be offered. Food and beverages must be budgeted. As an ongoing cost savings measure and to keep First 5 Butte County Contractor practices closer to existing Commission practice, we are asking our contractors to make every effort to limit food and beverage purchases. Monitoring these expenditures is a way for contractors to assure that sufficient funds are available for essential services.

Food and beverages should only be provided to children and caregivers when the provision is critical and integral to program operations, as described below:

- During program services and trainings when it is essential to the content of the service or training;
- When it is clear they will not have time to provide their own meals before the start of the training or program (example: less than one hour between normal work hours including travel time, and the start of the training);
- When the training extends for more than 2 hours and will extend beyond the normal meal time (example: training occurring from 10:30 a.m. - 2:00 p.m.)

In general, food purchased with F5BC funds should:

- Provide variety, nutritional benefits and choice.
- Have moderate or reduced levels of fat, saturated fat, cholesterol, sodium or sugar. High levels of dietary fiber are preferred.

Food should not be provided to staff, subcontractors, or other service delivery partners. Although Commission staff will not be required to approve food expenditures, it is expected that Contractors will manage their programs with the above guidelines in mind.

Beverages served during First 5 Butte County funded meetings, programs, activities, events, and celebrations should meet the following guidelines:

- Water will always be provided free of charge. Whenever possible, water will be served in pitchers rather than plastic bottles to reduce environmental impact.
- Flavored or unflavored carbonated water with no sweeteners may be served.
- Sugar sweetened beverages, 100% fruit juice, or diet drinks will not be served.
- Whole fruit slices may be considered in place of juice.
- Coffee and tea may be served to adults.

All collaborators, contractors and grantees using First 5 funding will be required to follow our *Food and Beverage Policy* for all events and activities where First 5 funding is utilized.

ATTACHMENT V TOBACCO FREE ENVIRONMENT POLICY

First 5 Butte County is funded by Proposition 10, the California Children and Families Act, which taxes tobacco products. Discouraging tobacco use among parents, pregnant women, and those who live with young children is a key objective of the Act.

Tobacco products prohibited include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products.

“Smoking” includes carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment. “Vaping” includes carrying a lighted Electronic Nicotine Delivery Device (ENDD) or e-cigarette.

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as the nicotine patch or gum.

All First 5 Butte County Contractors shall agree to the following:

- A. Contractor agrees to maintain a work environment free of all tobacco products, including the outside areas on the contractor’s property within 20 feet of exits, entrances, windows, and air intakes of contractor’s buildings.
- B. Contractor agrees to comply with applicable federal, state, county, and local tobacco ordinances and codes, including AB -13 and the State of California Labor Code Section 6404.5 (California Work Place Smoking Restrictions).
- C. Contractor agrees not to accept any funds from a tobacco company, its subsidiaries, or parent company, including in-kind donations and event sponsorships, nor any funds from agencies that are sponsored by or receive donations from a tobacco company, its subsidiaries, or parent company.
- D. Contractor agrees to have a Tobacco Free Environment policy.
- E. Contractor agrees to have tobacco education and cessation materials visibly available and accessible to staff and clients participating in agency activities.