

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal
From: Kimberly Huy
Dept.: City Manager
Dept.: Community Services
Subject: APPROVAL OF AN AMENDMENT
TO THE AGREEMENT WITH THE
COUNTY OF ORANGE FOR THE
FAMILIES AND COMMUNITIES
TOGETHER (FaCT) GRANT
Date: December 9, 2014

OBJECTIVE

To request that City Council approve an Amendment to the Agreement with County of Orange to receive Families and Communities Together (FaCT) grant funding for the Magnolia Park Family Resource Center.

BACKGROUND

Since 1999, the Community Services Department has been the lead agency for the FOCUS Collaborative, which provides the community with family preservation services at the Magnolia Park Family Resource Center. The majority of the funding for the Center comes through a grant from the FaCT Commission. The original grant received in 1999 was extended in 2003, and once again in 2005 as part of a competitive grant process.

On August 24, 2010, City Council authorized staff to submit an application proposal with the FOCUS Collaborative members to continue to receive grant funding from FaCT. The City applied as the lead agency for program and fiscal oversight. The grant funding covered a three-year period from July 1, 2011, through June 30, 2014, and provided for an extension of one additional year, if mutually agreed upon. The additional year would cover the period of July 1, 2014, through June 30, 2015.

DISCUSSION

The attached Amendment to the Agreement with the County of Orange Social Services Agency will provide additional funding for six (6) months of the contract period, in the amount of \$68,124. Funding will be used to contract a full time CalWORKS Family Stabilization Family Advocate. This position will be filled by a current FOCUS Collaborative funded partner, Children's Bureau, and will assist families to help remove barriers to achieve economic self-sufficiency. These

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additional services will be offered at the Magnolia Park Family Resource Center from January 5, 2015, through June 30, 2015.

FINANCIAL IMPACT

As lead agency, the City will be overseeing the program and fiscal operations of the additional grant funding. There will be no impact to the City's General Fund for the operation of these additional services at the Magnolia Park Family Resource Center.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached Amendment to the Agreement with the County of Orange Social Services Agency, and
- Authorize the City Manager to sign and execute the Agreement, including making any modifications during the contract period for the operation and implementation of the contract services.


KIMBERLY HUY
Director


By: Janet Pelayo
Manager

Attachment: Amendment to the Agreement

Recommended for Approval


Matthew J. Fertal
City Manager

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FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF GARDEN GROVE
AND
COMMUNITY SERVICE PROGRAMS, INC.
AND
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA
AND
INTERVAL HOUSE
FOR THE PROVISION OF
SERVICES PROMOTING SAFE AND STABLE FAMILIES

THIS FIRST AMENDMENT, entered into this 1st day of January, 2015, which date is particularized for reference purposes only, is to that certain AGREEMENT Number FFZ0714 between the parties hereto, dated February 11, 2014, hereinafter referred to as the "Agreement" and is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and City of Garden Grove, a California municipal agency; Community Service Programs, Inc., a California non-profit corporation; Children's Bureau of Southern California, a California non-profit corporation; and Interval House, Inc., a California non-profit corporation; hereinafter collectively referred to as "MAGNOLIA PARK FAMILY RESOURCE CENTER" or "CONTRACTOR."

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1 1. The title of the Agreement shall be amended as follows: "First Amendment
2 Between County of Orange and City of Garden Grove and Community Services
3 Program, Inc. and Children's Bureau of Southern California and Interval House
4 for the Provision of Services Promoting Safe and Stable Families and Family
5 Stabilization."

6 2. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:
7 "20.1 Maximum Contractual Obligation:

8 The maximum obligation of COUNTY under this Agreement shall be \$401,664,
9 or actual allowable costs, whichever is less."

10 3. Paragraph 1 of Exhibit A of the Agreement is hereby amended to read as
11 follows:

12 "CONTRACTOR shall provide services promoting staff and stable families
13 and/or family stabilization services specified below to families with
14 children, ages birth through eighteen (0-18) years, who are at risk, or have a
15 history of abuse and/or maltreatment, or live in poverty, or receive child
16 welfare services, or who receive CalWORKs Family Stabilization Program
17 services that reside in the City of Santa Ana, California, and surrounding
18 communities within Orange County. The population to be served as defined in
19 this paragraph shall hereinafter be referred to as "PARTICIPANTS."

20 4. Subparagraph 4.23 of Exhibit A of the Agreement is hereby added to read
21 as follows:

22 "4.23 Family Stabilization Family Advocacy:

23 4.23.1 CB shall provide Family Stabilization (FS) Family Advocacy
24 services to the following: individuals and their families who are
25 participating in the CalWORKs Family Stabilization Program and are
26 experiencing a crisis or situation that destabilizes the family and impairs
27 the Welfare-to-Work (WTW) client's ability to meet WTW participation
28 requirements (hereinafter referred to as "PARTICIPANTS" for purposes of

1 Subparagraph 4.23).

2 4.23.2 CB shall provide FS Family Advocacy services for a minimum
3 of forty-seven (47) unduplicated PARTICIPANTS. FS Family Advocacy services
4 shall focus on a family centered approach to address crisis issues causing
5 barriers to WTW participation activities; serve as a support to families while
6 in crisis; and provide assistance to PARTICIPANTS in accessing community
7 resources. FS Family Advocacy services shall be provided in a family friendly,
8 culturally responsive manner in English and Spanish as needed by PARTICIPANT."

9 5. Paragraph 10 of Exhibit A of the Agreement is hereby amended to read as
10 follows:

11 "The budget for services provided pursuant to Exhibit A of this
12 Agreement shall span twelve (12) months and is set forth as follows:

13 BUDGET FOR PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2015:

14			Maximu	
15			m	
16	LINE ITEMS:	FTE (1)	Hourly	Annual
17	<u>SALARIES</u>		Rate	Budget
18	<u>City of Garden Grove (City)</u>			
19	FRC Coordinator/Supervisor (Services 4.1 and 4.14)	1.0	\$24.18	50,294
20	Family Advocate (Service 4.5)	1.0	13.08	27,206
21	Child Care Worker (Service 4.16) ⁽⁷⁾	405 hours	11.10	4,495
22	Community Resource Specialist (Service 4.13)	1.0	14.10	29,328
23				<u>\$111,323</u>
24	City Benefits (20.64%) ⁽³⁾			22,974
25	City Bilingual Pay for Community Resource Specialist			<u>600</u>
26				\$134,897
26	SUBTOTAL CITY SALARIES AND BENEFITS			
27	<u>Interval House (IH):</u>			
28	Personal Empowerment Program Instructor (Services 4.2 - 4.4 and 4.6)	0.225	\$20.75	9,711

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					9,711
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1	City - CMT Clinical Supervisor	0.3		<u>6,450</u>
2	SUBTOTAL CONSULTANTS/SUBCONTRACTORS			\$ 11,350
3	SUBTOTAL ALL SALARIES, BENEFITS, SERVICES,			
4	SUPPLIES, OPERATING EXPENSES, INDIRECT COSTS,			
	AND CONSULTANTS/SUBCONTRACTORS			\$220,000
5	DIFFERENTIAL RESPONSE (DR) PROGRAM:			
6	<u>Children's Bureau (CB)</u>			
7	DR Family Advocate	1.0	\$19.51	40,580
8	DR In-Home Family Support Specialist	1.0	19.51	40,580
9	DR Program Manager (Admin.)	0.0397	36.34	3,000
10	SUBTOTAL CB DR SALARIES			84,160
11	CB DR Benefits (25%) ⁽³⁾			<u>21,040</u>
12	SUBTOTAL CB DR SALARIES AND BENEFITS			\$105,200
13	<u>DR PROGRAM SERVICES AND SUPPLIES</u>			
14	CB - DR Office Expenses			902
15	CB - DR Postage			25
16	CB - DR Program Expense			813
17	CB - DR Family Stability ⁽⁸⁾			<u>700</u>
18	SUBTOTAL DR SERVICES AND SUPPLIES			\$ 2,440
19	<u>DR PROGRAM OPERATING EXPENSES</u>			
20	CB - DR Mileage/Parking ^(4&5)			2,250
21	CB - DR Facility Lease			2,040
22	CB - DR Computer/Fax/Printer			699
23	CB - DR Training			<u>174</u>
24	SUBTOTAL DR OPERATING EXPENSES			\$ 5,163
25	<u>CB DR INDIRECT EXPENSES ⁽⁶⁾</u>			
26	CB - DR Indirect Costs			<u>737</u>
27	SUBTOTAL DR INDIRECT EXPENSES			\$ 737
28	SUBTOTAL CB DR SALARIES, BENEFITS, SERVICES,			
	SUPPLIES, OPERATING, AND INDIRECT EXPENSES			\$113,540
29	FAMILY STABILIZATION (FS) PROGRAM:			
30	<u>Children's Bureau (CB)</u>			
31	FS Program Manager	0.20	\$20.85	\$ 4,337
32	Family Advocate (Service 4.23)	1.00	\$17.55	<u>18,252</u>
33	SUBTOTAL CB FS SALARIES			\$ 22,589

1	Benefits (28%)	6,325
2	SUBTOTAL CB FS SALARIES AND BENEFITS	28,914
3	<u>FS PROGRAM SERVICES AND SUPPLIES</u>	
4	Program Expenses	\$ 700
5	Family Stabilization Support Funds ⁽⁹⁾	29,222
6	SUBTOTAL FS SERVICES AND SUPPLIES	\$ 29,922
7	<u>FS PROGRAM OPERATING EXPENSES</u>	
8	Office Supplies (includes Postage)	\$ 400
9	Equipment Lease/Rental	720
10	Office Furniture Purchase	500
11	Computers/IT equipment	3,000
12	Phone/Internet	600
13	Mileage	500
14	Lease/Utilities/Set up costs	1,500
15	Training	50
16	SUBTOTAL FS OPERATING EXPENSES	\$ 7,270
17	INDIRECT COSTS ⁽⁶⁾	\$ 2,018
18	SUBTOTAL CB FS SALARIES, BENEFITS, PROGRAM	
19	SERVICES AND SUPPLIES, OPERATING EXPENSES, AND	
20	INDIRECT COSTS	\$ 68,124
21	MAXIMUM COUNTY OBLIGATION:	\$401,664

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

⁽²⁾ Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

⁽³⁾ Medical, long-term disability, retirement, pension, employee assistance, FICA, SUI, Workers' Compensation and vacation accrual.

⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

⁽⁵⁾ Travel costs will be in accordance with Title 41 CFR Chapter 301,

1 Federal Travel Regulation; Maximum Per Diem Rates; Final Rules. Travel must
2 be approved by ADMINISTRATOR in advance. CONTRACTOR shall be reimbursed for
3 actual expenses of lodging up to the maximum allowed in Title 41 CFR Chapter
4 301, Travel Allowances. CONTRACTOR shall be reimbursed for per diem rate paid
5 to employees for meals and incidental expenses incurred during travel up to
6 the maximum allowed in Title 41 CFR Chapter 301, Travel Allowances.

7 (6) Indirect costs include overhead and/or independent audit expenses.

8 (7) City of Garden Grove shall allocate a minimum of \$4,495 annually to
9 the provision of Child Care services throughout the term of this Agreement.
10 City shall use this funding for child care services as described herein.
11 Allowable costs include direct child care services and purchases of supplies
12 and snacks directly related to child care services; activities and games. All
13 purchases for child care supplies must be requested in advance and in writing
14 for approval by ADMINISTRATOR. Services shall be reimbursed on actual hours
15 worked.

16 (8) CB shall use Family Stabilization funds to meet basic needs of
17 PARTICIPANTS in support of services as described herein. Allowable costs
18 include emergency food, emergency clothing, diapers, medicine, bus tickets to
19 access services, safety items, one-time rent payment assistance, and one-time
20 utility payment assistance. Other allowable costs are to be approved, in
21 advance and in writing, by ADMINISTRATOR. All purchases using DR Family
22 Stabilization funds in excess of one hundred (\$100) dollars per PARTICIPANT
23 must be requested in advance and in writing for approval by ADMINISTRATOR. CB
24 shall research available community resources options prior to approving
25 expenditures.

26 (9) CB shall use FS Family Stabilization Support funds to meet basic
27 needs of PARTICIPANTS in support of services as described herein. Allowable
28 costs include emergency food, emergency clothing, diapers, medicine, bus

1 tickets to access services, safety items, one-time rent payment assistance,
2 and one-time utility payment assistance. Other allowable costs are to be
3 approved, in advance and in writing, by ADMINISTRATOR. All purchases using FS
4 Family Stabilization Support funds in excess of one hundred (\$100) dollars per
5 PARTICIPANT must be requested in advance and in writing for approval by
6 ADMINISTRATOR. CB shall research available community resources options prior
7 to approving expenditures.

8 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
9 notice, to add, delete or modify line items and/or amounts and/or the number
10 and type of FTE positions without changing COUNTY's maximum obligation as
11 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
12 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3
13 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
14 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
15 agree in writing to proportionately reduce the service goals as set forth in
16 this Exhibit"

17 6. All other terms and conditions of the Agreement not modified herein
18 shall remain in full force and effect.

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1 WHEREFORE, the parties hereto have executed this First Amendment to Agreement
2 dated February 11, 2014.

3 By: _____
4 Matthew J. Ferta1
5 City Manager
6 CITY OF GARDEN GROVE

By: _____
COUNTY OF ORANGE
CHAIR OF THE
BOARD OF SUPERVISORS

7 Dated: _____

Dated: _____

8 By: Margot R. Carlson
9 Margot R. Carlson
10 Executive Director
11 COMMUNITY SERVICE PROGRAMS,
12 INC.

By: Lyn Brammer
Lyn Brammer
Director of Community
Services
CHILDREN'S BUREAU OF
SOUTHERN CALIFORNIA

13 Dated: 12/2/14

Dated: _____

14 SIGNED AND CERTIFIED THAT A COPY OF
15 THIS DOCUMENT HAS BEEN DELIVERED TO THE
16 CHAIR OF THE BOARD PER G.C. SEC. 25103,
RESO 79-1535 ATTEST:

By: Carol Williams
Carol Williams
Executive Director
INTERVAL HOUSE

17
18 By: _____
19 SUSAN NOVAK
20 Clerk of the Board of
21 Supervisors
22 Orange County, California

Dated: 11/20/14

23 APPROVED AS TO FORM
24 COUNTY COUNSEL
25 COUNTY OF ORANGE, CALIFORNIA

26 By: _____
27 DEPUTY

28 Dated: 11/14/14