

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # \*D-1

Urgent

Routine

AGENDA DATE October 6, 2009

CEO Concurs with Recommendation YES  NO

(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Enter Into a Memorandum of Agreement with the Paradise South Weed and Seed Steering Committee to Provide Neighborhood Cleanup and Related Neighborhood Restoration Program Activities in the Targeted Weed and Seed Area During Fiscal Year 2009-2010

STAFF RECOMMENDATIONS:

Authorize the Planning and Community Development Director to sign the Memorandum of Agreement with the Paradise South Weed and Seed Steering Committee to provide neighborhood cleanup and related neighborhood restoration program activities in the targeted Weed and Seed area during Fiscal Year 2009-2010.

FISCAL IMPACT:

The Paradise South Weed and Seed Program will pay for costs associated with neighborhood cleanup and neighborhood restoration activities in the amount of up to \$6,480.00.

BOARD ACTION AS FOLLOWS:

No. 2009-679

On motion of Supervisor Monteith, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## **DISCUSSION:**

In February 2003, Stanislaus County, in partnership with the City of Modesto, partnered on a unique project to “weed” out crime and blight, and “seed” in a healthier neighborhood in an area of West Modesto, known as the Paradise South Weed and Seed. The area established by the Weed and Seed Steering Committee, is generally bounded by H Street and Paradise Road to the south, east of Carpenter Road, north of the Tuolumne River, and west of State Route 99. There are approximately 4,000 residences in this target area, of which over 800 are within County pockets. Approximately, 32 percent of residents in this area live below the poverty level. It is only 2.1 miles in size and is home to 47 different languages and dialects. The City of Modesto, with assistance provided by Stanislaus County, applied for a “Weed and Seed” grant from the U.S. Department of Justice and, in December of 2005, obtained the grant. The area is now Federally recognized as an official Weed and Seed Project Area. The Chief Executive Officer of the County has authority to act on all matters regarding the grant application.

Since the program’s inception, the Stanislaus County Planning and Community Development Department has played an active role in carrying out the Paradise South Weed and Seed’s mission “to revitalize the Paradise South neighborhood through community and multi-agency partnerships in order to reduce crime and blight and improve the quality of life for residents and the surrounding community.” The Planning and Community Development Department participates as a voting Weed and Seed Steering Committee Member. In particular, the Planning and Community Development Department has assisted the Weed and Seed Program in carrying out the goal of “Neighborhood Restoration.” This has been done through the coordination and implementation of neighborhood cleanups. In partnering with Weed and Seed, the Planning and Community Development Department provides staff support and collaborates with multiple agencies to assist in carrying out the efforts of the program.

On January 14, 2009, the Weed and Seed Steering Committee adopted the Fiscal Year 2009-2010 Weed and Seed Budget. Under the Fiscal Year 2009-2010 Budget, \$6,480 has been designated for community cleanup activity, to be carried out by the Stanislaus County Planning and Community Development Department.

Each Weed and Seed site is required to demonstrate its local coordination efforts and include a firm commitment of either time or resources to the project in a specific Memorandum of Agreement (Attachment 1).

The Weed and Seed Partnership for West Modesto is currently in its third year of funding and receives ongoing technical assistance from assigned staff from the Federal Department of Justice. The Weed and Seed Steering Committee was advised that a Memorandum of Agreement should be established with partner agencies receiving grant funds for enhanced services to the area.

Approval to Enter Into a Memorandum of Agreement with the Paradise South Weed and Seed Steering Committee to Provide Neighborhood Cleanup and Related Neighborhood Restoration Program Activities in the Targeted Weed and Seed Area During Fiscal Year 2009-2010  
Page 3

As part of the implementation strategy, the Paradise South Weed and Seed Steering Committee is seeking to enter into a Memorandum of Agreement with the Stanislaus County Planning and Community Development Department for providing professional and/or technical services to the Paradise South Weed and Seed area, in accordance with and pursuant to the details of the agreement.

Activities will include the coordination and implementation of one neighborhood cleanup event and related neighborhood restoration program activities in the targeted Weed and Seed area during Fiscal Year 2009-2010.

**POLICY ISSUE:**

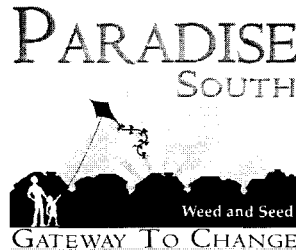
The Board of Supervisors should determine if this agenda item promotes the Board's priorities of striving for a safe community, a healthy community, and the efficient delivery of public services.

**STAFFING IMPACT:**

There are no additional staffing impacts associated with this program.

**ATTACHMENTS:**

1. Memorandum of Agreement



## MEMORANDUM OF AGREEMENT

This agreement, entered into this 1<sup>st</sup> day of November 2009 is between **Stanislaus County Planning & Community Development**, whose address 1010 10<sup>th</sup> Street, Suite 3400, Modesto CA 95354, and **Paradise South Weed & Seed**.

**WHEREAS**, **Paradise South Weed & Seed** hereinafter referred to as “**Paradise South**,” is an officially recognized Weed and Seed Community and received a grant from the U.S. Department of Justice, Office of Justice Programs, Community Capacity Development Office (CCDO) to implement its Weed & Seed strategy pursuant to the grant “Weed and Seed”, award number 2009-WS-QX-0018. ..

**WHEREAS** the **Stanislaus County Planning & Community Development** hereinafter referred to as “**Provider**” has agreed to participate in this effort;

**NOW THEREFORE**, **Paradise South** and **Provider** agree as follows:

### ARTICLE I SCOPE OF SERVICES

1. The **Provider** agrees to contribute to the overall goals and objectives of the Paradise South Weed & Seed Strategy by providing professional and/or technical services to **Paradise South**, in accordance with and pursuant to the details of this Agreement (“Agreement”), and specifically Attachment A – Scope of Work, which is attached hereto and incorporated herein by this reference (“Work”). **Provider** shall capture data for evaluation purposes as outlined in Attachment A – Scope of Work and include in quarterly progress reports as identified in item “b” of the Scope of Work.
2. **Provider** shall provide at no charge to Paradise South or the Grant at least one representative to be involved with the program and attend the Weed and Seed Sub-Committee Meetings. This representative will give reports on activities and progress made in the targeted area for items related to the Weed and Seed Program objectives.
3. **Provider’s** services must be performed in the targeted area and address the Paradise South goal(s) outlined in Work. The **Provider** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.

4. **Provider** shall limit its expenditures to the specified amounts as indicated in each detail category as specifically budgeted or adjusted by CCDO. Any requests for amendments in a budgeted category must be submitted to Paradise South for approval of the Steering Committee and/or submission to CCDO for consideration. **Provider** agrees that it will not exceed expenditures nor amend the amounts of expenditures as budgeted/adjusted without prior written approval from Paradise South.

**Provider's** activities and expenditures as have been and will be limited to and consistent with implementation and operation of the Program as defined herein, and the **Provider** shall comply with all the terms and requirements of the 2009-WS-QX-0018 Grant, which is hereby incorporated in its entirety by reference, particularly with respect to the preparation of programmatic reports, monitoring, and administrative requirements, including but not limited to any applicable Special Conditions of the Grant, the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide, and **Paradise South's** audit requirements as set forth in OMB Circular A-133.

5. In consideration of services rendered, **Paradise South** agrees to pay the **Provider** in accordance to the provisions of Article IV.

## ARTICLE II GENERAL PROVISIONS

1. This Agreement, including attachments, shall form the entire agreement and understanding between **Paradise South** and the **Provider**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in any way.
2. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. The parties agree that Stanislaus County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.
3. Execution of this Agreement by **Paradise South** will be authorization for the **Provider** to proceed with the Work and Services specified herein.
4. **Provider** shall use its best efforts to obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost.
5. Hiring and Screening Policies. Per the Special Conditions of the Grants, **Provider** certifies that they have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents as part of the Weed and Seed strategy.

6. Communications to **Paradise South** shall be directed to:

Cindy Rhea, Weed & Seed Program Coordinator  
600 10th Street, Modesto, CA 95354  
209-341-2988  
209-595-0112 FAX : 209-491-5929  
rheac@modestopd.com

Communications to **Provider** shall be directed to:

Juan Gonzalez  
Stanislaus County Planning & Community Development  
1010 10<sup>th</sup> Street, Suite 3400, Modesto, CA 95354  
209-525-6330

**ARTICLE III  
TERM**

The term of this Agreement shall be from **November 1, 2009** through **June 30, 2010**. All Work will be completed by **June 30, 2010**.

**ARTICLE IV  
CHARGES, INVOICING, AND PAYMENT**

1. **Paradise South** shall pay **Provider** as identified in Attachment B-Itemized Budget for services provided in the operation of the Program during the effective period of the Grant within the budget parameters approved by CCDO including any amendment/adjustment thereto for **Provider** portion of the Grant.
2. **Paradise South** shall pay **Provider** for services performed pursuant to this agreement, including staff salaries and operating expenses pursuant to the conditions and budget of the Grant or the CCDO approved revised conditions and budget of the Grant. **Provider** agrees that payment hereunder is limited to the amount reflected in the Grant budget detail summary and as specified in the enumerated categories. This applies even if the Grant Award Notice or Grant Adjustment Notice designates all of **Provider's** budget under the category of "Contractual Services."

3. The total to be paid by **Paradise South** to the **Provider** shall not exceed **\$6,480**. The **Provider** will submit an itemized invoice along with supporting documentation and a quarterly progress report, to **Paradise South** on a quarterly basis for services rendered, in accordance with specified line items in Attachment B, Itemized Budget. The final invoice shall be received no later than **July 20, 2010**.
4. Within 20 business days following receipt of invoice, and subject to the provisions of Article IV, **Paradise South** will pay the **Provider** for the approved invoice amount. Payment of grant funds will be made from the Paradise South Weed & Seed Fund of the Stanislaus Community Foundation.

#### **ARTICLE V INDEPENDENT CONTRACTOR STATUS**

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Provider** or any persons employed by or representing the **Provider** including Subcontractors or employees thereof. The **Provider** shall control the manner and means of accomplishing the performance of the Agreement.

#### **ARTICLE VI INSURANCE AND INDEMNIFICATION**

1. The **Provider** shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on an "occurrence" basis:
  - A. Worker's Compensation and Employer's Liability insurance, as required by law;
  - B. Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
  - C. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Governmental code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

## ARTICLE VII MODIFICATIONS

Specific expenditures and activities outlined in this Agreement may be modified in keeping with established Weed and Seed priorities and budgetary guidelines by written consent of all parties involved.

## ARTICLE VIII DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

## ARTICLE IX NON-ASSIGNMENT

Neither party shall assign, transfer, or further subcontract this Agreement, in whole or in part, without prior written approval of the other.

## ARTICLE X SEVERABILITY AND SURVIVAL

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

## ARTICLE XI TERMINATION

1. Each party retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the other. Each party retains the right to terminate this Agreement for cause upon twenty-one (21) days' advance written notice to the other, which notice shall specify the cause.
2. After termination, the **Provider** will be reimbursed for Services rendered and necessary expenses incurred to the termination date upon submission of an invoice to **Paradise South**.



**ARTICLE XII  
ENTIRE DOCUMENT**

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

**PROVIDER**

Stanislaus County Planning &  
Community Development  
1010 10<sup>th</sup> Street  
Modesto, CA 95354  
209-525-6330

**PARADISE SOUTH**

Paradise South Weed & Seed  
600 10<sup>th</sup> Street  
Modesto, CA 95354  
209-341-2988

**SIGNATORIES**



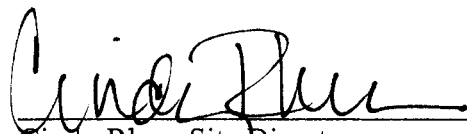
\_\_\_\_\_  
Kirk Ford, Director  
Stanislaus County Planning &  
Community Development



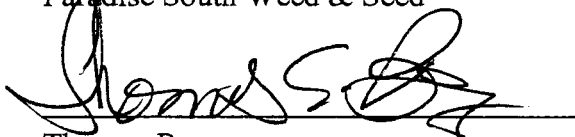
\_\_\_\_\_  
Interim Chief Michael Harden, co-Chair  
Paradise South Weed & Seed  
Steering Committee

or

\_\_\_\_\_  
Sheriff Adam Christianson, co-Chair  
Paradise South Weed & Seed  
Steering Committee



\_\_\_\_\_  
Cindy Rhea, Site Director  
Paradise South Weed & Seed



\_\_\_\_\_  
Thomas Boze  
Deputy County Counsel

## ATTACHMENT A

### SCOPE OF WORK

**Stanislaus County Planning & Community Development** agrees to be responsible for the creation and execution of the Neighborhood Restoration Program activities in the targeted Weed & Seed area that have been approved by the Paradise South Steering Committee as itemized in Attachment B – Itemized Budget.

Activities will include one neighborhood cleanup event and distribution of educational materials related to Stanislaus County's Residential Bulky-Item Pickup Program.

It is further agreed that the Stanislaus County Planning & Community Development will:

- a) Provide inkind/matching funds or services needed beyond the budgeted items as agreed to fully implement budgeted activities in Paradise South.
- b) Capture the following data for evaluation purposes and include in quarterly progress reports:
  - Cleanup statistics, including tons of garbage removed, and other collection statistics;
  - Number of participants;
  - Number of information materials distributed.
- c) Work toward the sustainability of these programs in the targeted Paradise South area.

To support these efforts, Paradise South agrees to promote Neighborhood Cleanup activities as appropriate on [www.paradise-south.com](http://www.paradise-south.com) based on information provided by Stanislaus County Planning & Community Development, and will assist in getting the word out to area residents by a variety of promotional methods as budget allows.

**ATTACHMENT B**

**ITEMIZED BUDGET**

Stanislaus County Planning & Community Development

**Neighborhood Restoration Program**

One community cleanup event.

Drop box fees	\$163 x 10 bins	\$1,630.00
Landfill fees	45 tons x \$50/ton	\$2,250.00
Packer Truck	\$75/hr x 4 hrs	\$300.00
Packer Truck Landfill Fees	20 tons x \$50/ton	\$1,000.00
Claw Rental	\$75/hr x 4 hrs	\$300.00
Tire Trailer Fee	Flat Rate tire disposal	\$1,000.00

Neighborhood Restoration Total: \$6,480.00