RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LINKS, INC., STOCKTON CHAPTER, AND THE TRACY AFRICAN AMERICAN ASSOCIATION FOR THE PURPOSE OF PROVIDING PROGRAMMING THROUGHOUT SAN JOAQUIN COUNTY, WHICH THE CITY LIBRARY SERVICES DEPARTMENT WILL RECEIVE $25,000 FOR THE YEAR ENDING JUNE 30, 2005

WHEREAS, the City of Stockton ("City") and the Stockton-San Joaquin County Public Library wish to enter into a Memorandum of Understanding with The Links, Inc., Stockton Chapter, and the Tracy African American Association for the purpose of providing programming throughout San Joaquin County via the California Cultural Crossroads grant.

WHEREAS, the City of Stockton will receive funding, in the amount of approximately $25,000, to work collaboratively with representatives from The Links, Inc., Stockton Chapter, and the Tracy African American Association to develop, plan, and implement African-American focused programs throughout San Joaquin County; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That certain "Memorandum of Understanding Between the City of Stockton, Stockton-San Joaquin County Public Library, The Links, Inc., Stockton Chapter and the Tracy African American Association" ("MOU") is hereby approved.
2. That the City Manager is hereby authorized and directed to execute said
MOU on behalf of the City of Stockton, attached hereto as Exhibit “A” and incorporated
herein by this reference.

3. That the City Manager is hereby authorized and directed to take the
actions necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED and ADOPTED ________________ JUN 28 2005 ________________

EDWARD CHAVEZ
Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF STOCKTON, STOCKTON-SAN JOAQUIN COUNTY PUBLIC LIBRARY, THE LINKS, INC., STOCKTON CHAPTER AND THE TRACY AFRICAN AMERICAN ASSOCIATION

This Agreement is entered into this _____ day of ________, 2005, by and between the City of Stockton ("City"), the Stockton-San Joaquin County Public Library ("Library"), The Links, Inc., Stockton Chapter ("The Links"), and the Tracy African American Association ("TAAA"), with reference to the following:

Recitals

The City/Library, The Links, and TAAA have applied for and received a grant in the amount of $25,000 from the California State Library for participation in the California Cultural Crossroads Pilot Grant Program ("Project");

The Links and TAAA have agreed to be the Partnering Ethnic Cultural Entities to participate with the City/Library in the Project;

The City/Library, The Links, and TAAA will partner to form The Gifts of Blackness Coalition ("Coalition"). The Coalition was established to develop African American programming within the Library as part of the Project for fiscal year 2004-2005. The Project will be known as The Gifts of Blackness: A Cultural Library Program.

The mission of The Coalition is to promote, contribute, and sponsor educational and cultural activities and promoting African American culture and community throughout San Joaquin County. The Coalition seeks to develop interest in Library careers within the African American community, cultivate Library use among African American families, and strengthen ties between organizations and individuals serving African American people.

Now, therefore, the parties agree:

I. Term
This Agreement shall be for a one year fiscal period commencing on July 1, 2004, and concluding on June 30, 2005. Continuation of the Project beyond the fiscal year is subject to the agreement of all parties and appropriate fiscal support.

II. Definition of roles and responsibilities
The City/Library will administer the Project outlined in this agreement. The City/Library will manage the overall operations of the Project, including printing and distribution of event materials, securing event facilities, and will supervise all Project staff. The City/Library will maintain all financial records and will provide required budget and reporting to the California State Library. The Links and TAAA will provide contacts with Project speakers and provide auxiliary support for Library and off-site events. All
parties will contribute to the publicity and marketing for all Project events. A copy of the grant is included in Schedule A.

III. Paid Staff
The Coalition will recruit, select and hire one paid part-time staff to assist in planning and implementation of all activities associated with the Project for the duration of the Project. The City/Library will be responsible for all supervision, including daily activities, payroll and compensation, and evaluation.

IV. The Use of Volunteers
The Links and TAAA members will volunteer their time in planning and implementing Project activities and will be subject to the City/Library procedures for volunteer participation. The City/Library staff will be responsible for supervision of volunteers working the course of implementing Project activities.

V. Key Contacts and Notice
Any notice that either party is required to give the other pursuant to this Agreement shall be in writing and either personally delivered or sent by mail and addressed as follows:

To: The Library
Stockton-San Joaquin County Public Library
Attn: Peaches Ehrich
605 N. El Dorado Street
Stockton, California 95202

To: The Links, Inc.,
Stockton Chapter
Attn: Constance Smith

To: TAAA
Tracy African American Association
Attn: Margie Eaton Forehand

To: California State Library
California State Library
Budget Office – LSAT
P.O. Box 942387
Sacramento, CA 95237-0001

VI. Indemnity and Insurance
6.1 Indemnity: The Links and TAAA agree to defend, indemnify, and hold The City/Library, its agents, officers, employees, and volunteers harmless from any and all liability, claims, damages, or injuries to any person caused by the negligence or willful misconduct of The Links and TAAA, its agents, or employees, in connection with the performance of this Agreement.

6.2 Insurance: The Links and TAAA will obtain and keep in full force and effect during the term of this Agreement, the insurance specifications in Exhibit B, attached hereto. The City/Library is a self-insured agency and shall maintain liability coverage for the activities in connection with this Agreement.
VII. Amendment and Waiver
No waiver or amendment to this Agreement shall be valid unless made in writing, approved by the California State Library, and signed by The City/Library, The Links, and TAAA.

VIII. Termination
This Agreement may be terminated before the end date within thirty (30) days of written request, and after mutual agreement by all parties.

This Agreement is executed as of the date and year first written above.

Stockton-San Joaquin County Public Library

By
Patty Wong, Interim Director
Stockton-San Joaquin County Public Library

City of Stockton, a municipal corporation

By
Mark E. Lewis, Esq.
City Manager

Attest:

By
KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

Approved as to form
Richard E. Nosky, Jr.
City Attorney

By
Michael T. Rishwain
Assistant City Attorney

The Links, Inc., Stockton Chapter

By
Evia Briggs Moore, President
The Links, Inc., Stockton Chapter

Tracy African American Association

By
Nathaniel Terry, President
Tracy African American Association