

CHINO CONTRACT NO.: _____

APPROVED: _____

**AGREEMENT
CITY OF CHINO AND CITY OF CHINO HILLS**

HUMAN SERVICES PROGRAMS
FY 2025-2026

This agreement, entered into this 1st day of July 2025, by and between the City of Chino, a municipal corporation, herein referred to as “Chino” and the City of Chino Hills, a municipal corporation, herein referred to as “Chino Hills” includes the terms and conditions regarding the Human Services Programs provided to the Chino Valley Unified School District (District).

Whereas, Chino and Chino Hills have joined together to deliver a comprehensive Human Services Program, to the areas commonly referred to as the Chino Valley, through the Chino Valley Unified School District. The Human Services Program provides youth and adults with effective and positive programs in which to participate.

Whereas, services provided in the Human Services Program include individual and family counseling which address delinquency diversion, abuse, low mood, anxiety, family relations, and other social adjustment issues. Services are expected to be provided in-person at the school sites unless schools return to Distance Learning; in which case, services will be provided through telehealth.

I. HUMAN SERVICES PROGRAMS

The City of Chino, Human Services, shall provide and administer the following programs to the City of Chino Hills:

A. HOPE FAMILY RESOURCE CENTERS

The HOPE Family Resource Centers are school-based service sites dedicated to preserving and strengthening local families in need of support. Five resource centers and two satellite sites, strategically located and accessible from all areas of the District, will house a bilingual Case Manager to work closely with school administration and District staff to identify students and families in need of assistance. Case Managers provide services for all schools located in the City of Chino Hills. The Case Manager can assist students and families with Medi-Cal/CalFresh/CalWORKs applications, food, clothing, childcare/preschool information, counseling, parenting support, emergency housing, tutoring information, and more. Case Management services will be provided in-person unless schools return to Distance Learning, in which services will be provided via telehealth and/or drive-through pick-up for all necessary emergency items like food, hygiene, and school supplies. In addition, a HOPE Counselor provides counseling services to students referred through the HOPE Family Resource Centers. Services will be provided at the students’ respective school sites, at the agency, or by telehealth, if

special circumstances require it. Counselor will also provide referrals for families that have special needs and need a higher level of service.

B. MCKINNEY-VENTO CASE MANAGEMENT AND COUNSELING PROGRAM

The McKinney-Vento Case Management program serves homeless students, unaccompanied youth, and families by ensuring school stability and providing support services for academic success. Students and families temporarily sharing housing due to economic hardship, the loss of their own housing, living in a motel, hotel, trailer park, emergency or transitional shelter, campground, or vehicle may be eligible to certain educational rights and services under the McKinney-Vento Homeless Assistance Act. Case Managers are available to assist with resources and referrals for housing, emergency and transitional shelters, counseling, health services, food, clothing, school supplies, hygiene items, and more. Case Managers will also monitor student's academic progress and attendance, and will provide additional supportive services as needed. In addition, a CARE Counselor provides counseling services to students and/or family referred through the Mc-Kinney Vento Children's Academic Recovery Education (CARE) program. Services will be provided at the students' respective school sites, at the agency, or by telehealth, if special circumstances require it. Counselors will also provide referrals for families that have special needs and need a higher level of service.

C. TEEN COUNSELING

The Teen Counseling program provides counseling services to middle and high school students. This program helps teens deal with school, family, academic behavioral, peer adjustment issues, such as bullying and other social issues. This program is designed to provide short-term counseling, guidance with behavioral issues, and positive dialogue opportunities. Administrator evaluations are requested.

D. YOUTH COUNSELING

The Youth Counseling program provides assistance to elementary school-aged children who are in need of guidance with behavioral issues, self-esteem, bullying, and other social issues. Administrator evaluations will be conducted at the end of each school year to gauge program success and to make program adjustments for the following year.

II. PROGRESS REPORTS

Participation reports outlining programming activity shall be forwarded to the City of Chino Hills semi-annually. The first report shall summarize program activity from July 1, through December 31, 2025, and the second shall provide information from January 1, through June 30, 2026. These reports shall be delivered to the City of Chino Hills within 30 days after the end of the reporting period. Each set of reports shall include:

- A. **INFORMATIONAL ITEMS:** Items such as curriculum changes and brochures.
- B. **STATISTICS:** Statistical data indicating units of services provided to the residents of Chino Hills.
- C. **PROGRAM EVALUATIONS:** A narrative will summarize, analyze, and constructively critique the programs. It will provide participant breakdowns by schools and the results of the pre- and post-tests (where applicable). Program summary will be completed with the second half report.

III. BILLINGS AND PAYMENTS

A. BILLINGS

Chino shall provide semi-annual billing statements to Chino Hills. These statements shall be included with the semi-annual progress report. Billing invoices shall include cost recovery for program administration and other related costs, such as supplies. Program costs shall be reimbursed at a rate based on the "actual" percentage of Chino Hills students served for each program. The attached contract total reflects an estimated contract rate based on historical participation of 40%. In addition to program cost, 22% for General Overhead shall be due.

General Overhead shall include 22% of Community Services, Parks & Recreation Department overhead. Community Services, Parks & Recreation Department overhead shall include expenses charged and distributed to the Human Services Program budget.

B. PAYMENTS

Chino Hills shall remit payment to Chino within 30 days of receipt of billing statement. Payment shall be made payable to "City of Chino" and shall be sent to:

City of Chino
Community Services, Parks & Recreation Department
Attn: Janelle Bower
13220 Central Avenue
Chino, CA 91710

IV. FUNDING AND MID-YEAR ADJUSTMENTS

The services to be provided in this Agreement are conditional upon funding availability and may immediately terminate should the funding be eliminated. In the event of unpredicted changes (such as, funding decreases or increases), a mid-year adjustment to this agreement may be required. Necessary adjustments shall be discussed by both parties, mutually agreed upon, and formalized through an amendment to this Agreement.

Any new programs received and/or developed mid-year shall be presented to Chino Hills for an opportunity to participate. Should additional services or programs be requested, the responsibilities and costs of such shall also be formalized through an amendment to this Agreement.

V. TERM, RENEWAL, AND TERMINATION

A. TERM AND RENEWAL

This Agreement shall, unless sooner terminated as hereinafter provided, remain in force for a period of twelve months commencing July 1, 2025, and terminating on June 30, 2026. Not earlier than one hundred-twenty (120) days, and not later than sixty (60) days, prior to the end of the term hereof, the parties agree to meet and confer to negotiate continuing this Agreement for the next succeeding year and the terms thereof; provided that neither party shall be required to continue this agreement beyond the original term, that neither party shall be required to negotiate for more than (60) days and that neither party shall be prevented from exercising any rights retained under this Agreement solely because of such negotiations.

B. TERMINATION

At any time during the term hereof, the obligations of the parties hereunder may be terminated by either party with or without cause effective sixty (60) days after written notice to the other party of its election to so terminate.

VI. NOTICE

All notices under this Agreement shall be in writing and shall be delivered by courier service or by certified or registered mail, postage prepaid, return receipt requested, of the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or if served by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after the mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

To CHINO HILLS: City Clerk
 City of Chino Hills
 14000 City Center Drive
 Chino Hills, CA 91709

To CHINO: Monica Tiznado
 City of Chino
 13201 Central Avenue
 Chino, CA 91710

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

VII. INDEMNITY/INSURANCE

Neither Chino nor any officer or employee of Chino shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Chino Hills under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino Hills under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Chino Hills shall fully indemnify, defend, and hold Chino harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Chino Hills under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino Hills under this Agreement.

Neither Chino Hills nor any officer or employee of Chino Hills shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Chino under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Chino shall fully indemnify, defend, and hold Chino Hills harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Chino under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Chino under this Agreement.

Each party shall comply with all federal, state, and local laws and ordinances applicable to such work and shall provide general liability insurance, \$1 million single limits or if self-insured, each

party will provide proof of self-insurance to the other party.

VIII. GOVERNING LAW

This Agreement shall be governed by, construed in accordance with, and interpreted under the laws of the State of California and shall be deemed to have been entered into in Chino, California, for purposes of venue no matter where actually executed.

IX. SEVERABILITY

If any provision of this Agreement shall be determined to be contrary to law or unenforceable, the remaining provisions shall, at the option of the party who would have been benefited by such unenforceable provision, be severable and enforceable in accordance with their terms.

X. ENTIRE AGREEMENT

This Agreement, the Schedules attached hereto, and any other document delivered pursuant hereto, constitute the entire agreement of the parties. No changes, modifications, or additions to the Agreement shall be valid unless the same shall be in writing, signed by all parties hereto, and made in accordance with the provisions of this Agreement.

XI. AMENDMENTS

This Agreement may be amended only in writing signed by all parties hereto.

XII. ATTORNEY'S FEES

The parties each agree that, in the event of any breach of this Agreement, the party aggrieved shall be entitled to recover from the party who breaches, in addition to any other relief provided by law, such costs and expenses as may be incurred by said party, including court costs, attorney's fees, and other costs and expenses, taxable or otherwise, reasonably necessary in preparing the defense of, defending against, or seeking or obtaining an abatement of, or an injunction against, such action or proceeding, or in enforcing this Agreement, or in establishing or maintaining the applicability of, or the validity of, this Agreement, or any provision thereof, and in the prosecuting any counterclaim or cross-complaint based thereon.

XIII. COUNTERPARTS

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, but the parties agree that the agreement on file in the Office of Chino's City Clerk is the version of the Agreement that shall take precedent should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF CHINO

CITY OF CHINO HILLS

APPROVED BY:

APPROVED BY:

Linda Reich, City Manager

Art Bennett, Mayor

ATTEST:

ATTEST:

Natalie Gonzaga, City Clerk

Cheryl Balz, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Silvia Avalos, Director of Community Services,
Parks & Recreation

Mark D. Hensley, City Attorney

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

- Attachments:
A – City of Chino Hills Salaries Worksheet - (FY 2025-26)
B – City of Chino Hills Programs Worksheet - (FY 2025-26)