

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
EMPOWERING THE FATHERLESS, INC.  
REGARDING THE MAYOR'S GANG PREVENTION  
TASK FORCE (MGPTF) TECHNICAL TEAM**

The purpose of this Memorandum of Understanding (MOU) is to document and formalize the intent of **EMPOWERING THE FATHERLESS, INC.** (hereafter referred to as "TECH TEAM PARTICIPANT") to participate and collaborate with the City of San José (hereafter referred to as "CITY") in a "Technical Team" of the Mayor's Gang Prevention Task Force (MGPTF).

**RECITALS**

WHEREAS, CITY and TECH TEAM PARTICIPANT share a commitment to the success of this collaborative effort of service providers, law enforcement agencies, school districts and other government agencies working together toward "a plan to break the cycle of youth violence and foster hope" in San José by attaining the goals outlined in the MGPTF Strategic Work Plan; and

WHEREAS, the MGPTF Strategic Work Plan consists of strategic goals that adapt to the current needs of CITY's At-Risk Youth, and are rooted in the MGPTF Vision and Mission:

*Vision: Safe and healthy youth connected to their families, schools, communities, and their futures.*

*Mission: We exist to ensure safe and healthy opportunities for San José's youth, free of gangs and crime, to realize their hopes and dreams, and become successful and productive in their homes, schools and neighborhoods;*

NOW, THEREFORE the parties agree that TECH TEAM PARTICIPANT will provide leadership and assistance for the MGPTF Technical Team in the following areas:

1. TECH TEAM PARTICIPANT fully understands that this MOU is a public commitment.
2. TECH TEAM PARTICIPANT intends to participate as long as the Mayor of the City of San José finds that its participation is useful. Either party may terminate this agreement for any reason by giving 30 days' prior written notice of termination.

3. The term of this MOU shall be from the DATE OF EXECUTION through December 31, 2022, inclusive, subject to the provisions of SECTION 11 of this agreement.
4. TECH TEAM PARTICIPANT understands and accepts the Strategic Goals and Objectives of the current MGPTF Strategic Work Plan. TECH TEAM PARTICIPANT further understands and accepts that the MGPTF and its member agencies depend upon TECH TEAM PARTICIPANT to fully participate in the design and implementation of the MGPTF Strategic Work Plan. Less than full participation by TECH TEAM PARTICIPANT may adversely impact the ability of the MGPTF to achieve its objectives.
5. TECH TEAM PARTICIPANT understands and agrees that due to the sensitive nature of information shared, TECH TEAM PARTICIPANT of the MGPTF must maintain strict confidentiality regarding matters discussed and information exchanged in connection with Technical Team meetings. Additionally, participation in Technical Team meetings is limited to those agencies that have a current, executed MOU with the City of San José and are in good standing with the CITY under the MOU.
6. TECH TEAM PARTICIPANT understands that due to the sensitive information shared as a part of the Technical Team, that their “Primary Representative” (defined below) and “Additional Representatives” (defined below) must adhere to a high standard of personal conduct which means living a gang-free lifestyle, and must not be on parole or probation. Furthermore, TECH TEAM PARTICIPANT shall ensure that no representative shall attend Technical Team meetings while charges are pending on any felony offense.
7. TECH TEAM PARTICIPANT understands that all agency representatives participating on the Technical Team are subject to state and federal background checks and finger printing. TECH TEAM PARTICIPANT must submit clearance receipt from FBI and State for verification. Clearance receipt confirms that TECH TEAM PARTICIPANT is currently not facing criminal charges and not currently on parole or probation.
8. TECH TEAM PARTICIPANT is aware and agrees that it and all of its representatives in the MGPTF Technical Team must comply with the confidentiality laws prescribed in Section 830.1 of the California Welfare and Institutions Code, as it may be amended from time to time. The text of which is in effect as of August 2009, as set forth in Attachment A.
9. TECH TEAM PARTICIPANT will collaborate with other members of the MGPTF to the extent possible to meet the goals of the MGPTF and carry

out agreed upon programs, and will work with Division TECH TEAM PARTICIPANTS to complete action items listed in division-specific work plans. Service areas in the MGPTF are based on City of San José police divisions (Central, Foothill, Southern, and, Western). For the purposes of this MOU, "Division TECH TEAM PARTICIPANTS" are other City, County, school, faith and community-based organization representatives in its division.

10. TECH TEAM PARTICIPANT will make a representative available to act as the "Primary Representative" for TECH TEAM PARTICIPANT on the MGPTF's Technical Team. The Primary Representative will fully participate as a member of the Technical Team and will attend all scheduled Technical Team meetings unless an authorized Additional Representative(s) attends in his or her place in the case of illness or other reasonable circumstances for absence. TECH TEAM PARTICIPANT may appoint the authorized Additional Representatives who may attend Technical Team meetings together with the Primary Representative on the Technical Team and will represent TECH TEAM PARTICIPANT when the primary representative is unavailable: If TECH TEAM PARTICIPANT provides services in only one service area, then TECH TEAM PARTICIPANT is only allowed one Additional Representative to attend Tech Team Meetings along with the Primary Representative. If TECH TEAM PARTICIPANT provides citywide services, TECH TEAM PARTICIPANT is allowed a maximum of FOUR other authorized Additional Representative(s) approved by CITY to attend Technical Team meetings.
11. TECH TEAM PARTICIPANT will ensure that the primary and secondary representatives fully understand and comply with the provisions of this MOU as set forth. If any TECH TEAM PARTICIPANT or its representative breaches this Agreement, the offending person may be suspended from attendance at the meetings, and/or this Agreement may be immediately terminated by CITY.
12. The Primary and Additional Representatives of TECH TEAM PARTICIPANT must attend Capacity Building Trainings sponsored by the MGPTF (when offered).
13. The names and contact information of Primary and Additional Representatives for the TECH TEAM PARTICIPANT must be submitted to Israel Canjura, Community Services Supervisor, or other designated MGPTF Community Services Supervisor, at 1694 Adrian Way, San José, CA 95122. All names must be received prior to the attendance of any meeting, and acceptance requires prior approval of application.

14. TECH TEAM PARTICIPANT will submit any changes in the agency's representatives in writing, within 15 business days of the change in status to Israel Canjura, Community Services Supervisor, or other designated MGPTF Community Services Supervisor. Written notice must include the effective date of the change in representatives and all contact information on the replacement representative.

FORM OF AGREEMENT  
APPROVED BY THE OFFICE OF  
THE CITY ATTORNEY

CITY OF SAN JOSE, a municipal corporation of the  
State of California



On behalf of Jon Cicirelli


JON CICIRELLI

Director of Parks, Recreation and Neighborhood  
Services

**EMPOWERING THE FATHERLESS, INC.**

Name: Terrance Hunter

Title: President / Director

Sign: 

Date: January 24, 2022

Address: 515 Barrett Ave., #515  
Morgan Hill, CA 95037

## ATTACHMENT A

(a) Attachment A: California's Welfare and Institutions Code 830.1 As of January 2011.

830.1. Notwithstanding any other provision of law, members of a juvenile justice multidisciplinary team engaged in the prevention, identification, and control of crime, including, but not limited to, criminal street gang activity, may disclose and exchange nonprivileged information and writings to and with one another relating to any incidents of juvenile crime, including criminal street gang activity, that may also be part of a juvenile court record or otherwise designated as confidential under state law if the member of the team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or control of juvenile crime or criminal street gang activity. Every member of a juvenile justice multidisciplinary team who receives such information or writings shall be under the same privacy and confidentiality obligations and subject to the same penalties for violating those obligations as the person disclosing or providing the information or writings. The information obtained shall be maintained in a manner which ensures the protection of confidentiality.

As used in this section, "nonprivileged information" means any information not subject to a privilege pursuant to Division 8 (commencing with Section 900) of the Evidence Code.

As used in this section, "criminal street gang" has the same meaning as defined in Section 186.22 of the Penal Code.

As used in this section, "multidisciplinary team" means any team of three or more persons, the members of which are trained in the prevention, identification, and control of juvenile crime, including, but not limited to, criminal street gang activity, and are qualified to provide a broad range of services related to the problems posed by juvenile crime and criminal street gangs. The team may include, but is not limited to:

- (a) Police officers or other law enforcement agents.
- (b) Prosecutors.
- (c) Probation officers.
- (d) School district personnel with experience or training in juvenile crime or criminal street gang control.
- (e) Counseling personnel with experience or training in juvenile crime or criminal street gang control.
- (f) State, county, city, or special district recreation specialists with experience or training in juvenile crime or criminal street gang control.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Alex Niles  
 EMAIL: Alex.Niles@sanjoseca.gov

**SCANNED SIGNATURE AUTHORIZATION**

DATE: January 24, 2022 TOTAL PAGES: (INCLUDING THIS PAGE) 7  
 To: Terrance Hunter - To: \_\_\_\_\_  
 EMAIL: terranceempoweringthefathers.org EMAIL: \_\_\_\_\_  
 PHONE: 408 477-6459 PHONE: \_\_\_\_\_

I agree to use electronic signatures

I agree to use electronic signatures

BY: Yvonne Bente

BY: \_\_\_\_\_

**DIRECTIONS:**

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR
4. EMAIL THE ENTIRE DOCUMENT TO

**To BE COMPLETED BY CITY STAFF:**

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to Dept. (circle one)

Insurance Certificates / Waivers  Electronically Signed: Yes  
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Other

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667354-000

Contractor: Empowering the Fatherless, Inc.

Address: 16600 Monterey Road, #984 Morgan Hill, CA 95038

Phone: (408) 477-6459

Email: terrance@empoweringthefatherless.org

Contract Description: The purpose of this Memorandum of Understanding is to establish this entity's membership in the Mayor's Gang Prevention Task Force Technical Team.

Term Start Date: Upon Execution Term End Date: 12/31/2022 Extension: No

Method of Procurement: N/A RFB, RFP or RFQ No.: \_\_\_\_\_ Date Conducted: \_\_\_\_\_

Agenda Date (if applicable): 6/22/2021

Agenda Item No.: 2.18

Resolution No.: 80104

Ordinance No.: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Amount of Increase/Decrease: \_\_\_\_\_

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_

NTE/Updated Contract Amount: \$0

Fund/Appropriation: n/a

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Department: PRNS (64)

Department Contact: Alex Niles

Customer (Finance Only): Ár

Notes: PRNSContracts@sanjoseca.gov  
Contract Manager: Jeff Segol

Department Director Signature: \_\_\_\_\_



On behalf of Jon Cicirelli

1/24/2022

Date

Office of the City Manager Signature: \_\_\_\_\_

Date