

# RESOLUTION NO. 2010-517

Adopted by the Sacramento City Council

August 31, 2010

## AGREEMENT: PEOPLE REACHING OUT

### BACKGROUND

- A. The Department of Parks and Recreation provides after school recreation and enrichment programs for children ages 6 – 12 years in the Valley Hi Community through the Sacramento START program. Additionally, the Department provides an after school program at Valley High School for youth in grades 9 – 12. Currently, the Department does not provide any programming in the Valley Hi Community for middle school youth.
- B. Through a partnership with People Reaching Out, Inc. (People Reaching Out), the Department of Parks and Recreation has an opportunity to provide the Valley Hi Community with evening recreation and enrichment programming for youth ages 12 – 18 years old.
- C. People Reaching Out was awarded a Multi-Family Housing Grant from the City's Office of Youth Development. As part of the grant proposal, People Reaching Out desires to contract with the Department of Parks and Recreation to deliver an evening recreation program for youth in the Valley Hi Community. The program will operate Monday, Wednesday, and Friday from 6:00pm – 9:00pm, September 6 – December 31, 2010.
- D. All direct costs incurred by the City through the operation of the program from September 6 through December 31, 2010 will be reimbursed by People Reaching Out. Therefore, no general fund support is required.
- E. Council approval is required since the City is operating in a service provider capacity.

### BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or a designated representative, is authorized to execute an agreement between the City and People Reaching Out, Inc. in an amount not to exceed \$5,890 for the Department of Parks and Recreation to deliver teen services to the Valley Hi Community.
- Section 2. The agreement is attached as Exhibit A and is a part of this resolution.

### Table of Contents:

Exhibit A – Agreement

Adopted by the City of Sacramento City Council on August 31, 2010 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Johnson.

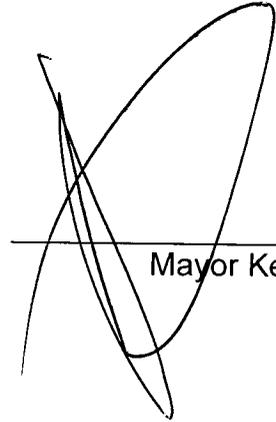
Noes: None.

Abstain: None.

Absent: None.

Attest:

  
Shirley Corcolino, City Clerk

  
Mayor Kevin Johnson

**RECREATION SERVICES AGREEMENT**

This recreation services agreement ("Agreement") is made and entered into on \_\_\_\_\_, by and between the City of Sacramento, a municipal corporation ("City"), and People Reaching Out, Inc., a California corporation ("People Reaching Out").

WHEREAS, People Reaching Out desires to contract for recreation services; and

WHEREAS, City is willing to provide recreation services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, City and People Reaching Out agree as follows:

1. Scope of Services:

The services provided shall be as set forth in Exhibit A, attached hereto and incorporated herein.

2. Term

The term of this agreement shall commence on date September 6, 2010 and end on December 31, 2010.

3. Payment:

Payment to the City shall be made within 30 days after receipt of the City's invoice in an amount not to exceed \$5,890.

4. Indemnity:

A. People Reaching Out shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by People Reaching Out, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of City, its agents, servants, or independent contractors who are

directly responsible to City, except when such agents, servants, or independent contractors are under the direct supervision and control of People Reaching Out.

B. The provisions of this section 4 shall survive the expiration or earlier termination of this Agreement.

5. Insurance:

People Reaching Out, at its sole cost and expense and for the full term of this agreement, shall obtain and maintain a comprehensive general liability insurance policy with a minimum limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- A. Premises Operations
- B. Blanket Contractual
- C. Personal Injury

All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. People Reaching Out must provide an affidavit of self-insurance, or pooled insurance if any, upon request of the City. The foregoing insurance requirements are not intended to and shall not in any manner limit, alter, or qualify the liabilities and obligations otherwise assumed pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

6. Notices:

All invoices, payments or other notices to City or People Reaching Out, shall be delivered in person or sent by first class mail, postage prepaid, to the persons indicated below.

To City: City of Sacramento-  
Department of Parks and Recreation  
Kim Mohler  
5699 South Land Park Drive  
Sacramento, CA 95822

To People Reaching Out:

People Reaching Out  
Staci Anderson  
President & CEO  
5299 Auburn Boulevard  
Sacramento, CA 95841-2706

7. Entire Agreement:

This document, including Exhibit A, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by People Reaching Out, and by City.

**CITY OF SACRAMENTO,**  
a Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
CITY CLERK

Approved As To Form:

\_\_\_\_\_  
Senior Deputy City Attorney

**PEOPLE REACHING OUT,**  
a California Corporation

By: \_\_\_\_\_  
Staci Anderson  
President & CEO

## **Exhibit A**

### **A. City of Sacramento Parks and Recreation will:**

- Provide one (1) Senior Recreation Aide and one (1) Recreation Aide to implement and supervise 50 youth participants.
- Provide a program liaison to facilitate the arrangement within this contract.
- Attend three meetings throughout the course of this contract to discuss progress of the program.
- Assist with program recruitment.
- Provide any necessary forms required by Grantee.
- Provide youth with enrichment activities including sports, dancing, and arts and crafts.
- Provide People Reaching Out with data needed for evaluation and program reports as per grantee requirements.

### **B. People Reaching Out will:**

- Provide a program liaison to facilitate the arrangement within this contract.
- Recruit youth to participate in the program.
- Provide necessary support to the implementation of the program.
- Create and implement all evaluation surveys, reports and updates on program implementation.
- Be the liaison between People Reaching Out, the City of Sacramento Office of Youth Development, and the City of Sacramento Parks and Recreation.
- Facilitate three meetings throughout the course of this contract to discuss progress of the program.