



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

11

Meeting Date: 3/29/2011

Report Type: Consent

Title: Memorandum of Understanding: After-School Programs

Report ID: 2011-00284

Location: Various locations inside and outside the city limits

Recommendation: Adopt a Resolution 1) authorizing the City Manager or his designee to execute a memorandum of understanding (MOU) with the Twin Rivers Unified School District (Twin Rivers) to provide an after-school program for Twin Rivers with the City's Sacramento START program at twelve elementary schools and be reimbursed by Twin Rivers in an amount not to exceed \$1,302,831 for Fiscal Year (FY) 2010/11; 2) authorizing the City Manager or his designee to enter into any extensions or any amendments of the MOU with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students to be served, the unit cost per student or operational requirements as long as the extension or amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$261,766), and the additional services can be provided by the START program and fully funded with Twin River's payments; and 3) authorizing the City Manager to adjust the necessary operating revenue and expenditure budgets to implement the MOU and any extensions or amendments.

Contact: Murray Levison, Administrative Officer, (916) 808-6195; David Mitchell, Operations Manager, (916) 808-6076; Alan Tomiyama, Recreation Manager, (916) 808-8958, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: START

Dept ID: 19001631

Attachments:

- 1-Description/Analysis
 - 2-Attachment 1
 - 3-Resolution
 - 4-Memorandum of Understanding
-

City Attorney Review

Approved as to Form
Sheryl N. Patterson
3/17/2011 8:53:48 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
3/11/2011 1:34:37 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 3/15/2011 5:12:05 PM

Assistant City Manager: Cassandra Jennings - 3/16/2011 6:25:45 PM



Description/Analysis

Issue: Twin Rivers has requested that the Parks and Recreation Department's Sacramento START (Students Today Achieving Results for Tomorrow) program operate the after-school literacy and enrichment program at twelve of Twin Rivers' elementary schools as shown in Attachment 2 on a subcontract basis. Twin Rivers has received a grant from the California Department of Education for the after-school program and prefers that Sacramento START operate the program. A memorandum of understanding (MOU) has been negotiated for this subcontract arrangement and authorization is requested for the City Manager to sign the MOU. START has been the subcontractor at two of the school sites since July 1, 2009, under a prior contract and since August 12, 2010, at the remainder of the schools. The MOU will formalize the relationship and allow the City to be reimbursed for the services it has provided in FY2010/11.

Policy Considerations: Continued participation in after-school programming is consistent with the City's strategic plan to enhance livability.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable.

Commission/Committee Action: None

Rationale for Recommendation: Since 1996 the Sacramento START program has operated after-school literacy and enrichment programs at dozens of elementary school campuses throughout Sacramento County. Typically the programs have been funded in large part by grants from the California Department of Education. Over the years several local school districts have applied for and received similar grants from the State for similar programs, and have asked Sacramento START to be a subcontractor to deliver the program to their students. Executing the MOU with Twin Rivers will allow more elementary school children to participate in the Sacramento START after-school literacy and enrichment program. Furthermore, it will allow the City to be reimbursed for services provided in FY2010/11.

Financial Considerations: The Twin Rivers Unified School District has requested that the City operate the after-school program at twelve of their elementary schools. Twin Rivers will pay the City up to \$1,302,831 in FY2010/11. This amount covers the City's full direct costs of operating the programs. No additional or General Fund appropriation is required.

During the next few years Twin Rivers may choose to increase or decrease the number of schools it is willing to subcontract to the City, increase or decrease the unit cost paid per student, change the number of students to be served or change operational requirements. Provided the START program has the capacity to operate under the proposed conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute MOU extensions or amendments, subject to approval as to form by the City Attorney, that

change the number of schools or students to be served, change the unit cost per student or change operational requirements, as long as any amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$261,766).

Although Twin Rivers desires to subcontract their programmatic operations to the City, the school district would continue to have sole fiscal and compliance responsibility for their grant with the California Department of Education.

Emerging Small Business Development (ESBD): Purchase of supplies and equipment will be made in accordance with the City's Emerging and Small Business Development program requirements.



ATTACHMENT 1

List of Schools for the Twin Rivers START Program 2010/11

School	Address	CC Dist	Avg Enroll Target	Maximum Payment
D W Babcock	2400 Cormorant Way, 95815	3	62.00	\$79,570.80
Del Paso Heights	590 Morey Av, 95838	2	90.67	\$116,365.88
Dry Creek	1230 G St, Rio Linda, 95673	n/a	83.33	\$106,945.72
Frontier	6691 Silverthorne Cir, 95842	n/a	83.33	\$106,945.72
Garden Valley	3601 Larchwood Dr, 95834	1	83.33	\$106,945.72
Harmon Johnson	577 Las Palmas Av, 95815	2	83.33	\$106,945.72
Orchard	1040 Q St, Rio Linda, 95673	n/a	83.33	\$106,945.72
Rio Linda	631 L St, Rio Linda, 95673	n/a	83.33	\$106,945.72
Sierra View	3638 Bainbridge Dr, N Highlands, 95660	n/a	101.42	\$130,162.43
Smythe Academy	2781 Northgate Blvd, 95833	1	90.41	\$116,032.19
Village	6845 Larchmont Dr, N Highlands, 95660	n/a	83.33	\$106,945.72
Woodridge	5761 Brett Dr, 95842	n/a	87.33	\$112,079.32
				\$1,302,830.68

Addresses outside the City limits are shown with a City Council District designation of n/a.

RESOLUTION NO.
Adopted by the Sacramento City Council

**APPROVING TWIN RIVERS UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING FOR START PROGRAM SERVICES**

BACKGROUND

- A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after-school literacy and enrichment program since 1996.
- B. The Twin Rivers Unified School District (Twin Rivers) has requested that the City's Sacramento START program operate the after-school literacy and enrichment program at twelve of Twin Rivers' elementary school sites on a subcontract basis. Twin Rivers will pay the City's full direct costs of operating the programs, up to \$1,302,831 in Fiscal Year (FY) 2010/11. START has been operating the programs at two of the school sites since July 1, 2009, under a prior contract and since August 12, 2010, at the remainder of the schools.
- C. During the next few years Twin Rivers may choose to increase or decrease the number of schools it is willing to subcontract to the City, increase or decrease the unit cost paid per student, change the number of students to be served or change operational requirements. Provided the START program has the capacity to operate under the proposed conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute MOU extensions or amendments, subject to approval as to form by the City Attorney, that change the number of schools or students to be served, change the unit cost per student or change operational requirements, as long as any amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$261,766).
- D. No additional funds or General Fund appropriation for START is required to perform these services under the proposed MOU.

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

- Section 1. The City Manager or his designee is authorized to execute a memorandum of understanding (MOU) with the Twin Rivers Unified School District (Twin Rivers) to provide an after-school program for Twin Rivers with the City's Sacramento START program at twelve elementary schools and be reimbursed by Twin Rivers in an amount not to exceed \$1,302,831 for Fiscal Year (FY) 2010/11.

- Section 2. The City Manager or his designee is authorized to enter into any extensions or any amendments of the MOU with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students to be served, the unit cost per student or operational requirements as long as the extension or amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$261,766), and the additional services can be provided by the START program and fully funded with Twin River's payments.
- Section 3. The City Manager is authorized to adjust the necessary operating revenue and expenditure budgets to implement the MOU and any extensions or amendments.



Requires Council Approval: No YES Meeting: 3/29/11

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Form with fields: Type: Outside Agency, PO Type: Interagency Agreement, Attachment: Original No., \$ Not to Exceed: \$1,302,831 paid to City, Other Party: Twin Rivers Unified School District, Project Name: START ASES Subcontract FY2010/11, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Parks and Recreation Division: START
Project Mgr: Brian Fitzgerald Supervisor:
Contract Services: Murray Levison Date: 3/3/11 Division Mgr: Alan Tomiyama
Phone Number: 808-6195 Org Number: 19001631 Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, Operations Manager.

Table for City Attorney with columns: Signature or Initial, Date. Row for City Attorney (C Patterson).

Send Interoffice Mail Notify for Pick Up

Table for Authorization with columns: Signature or Initial, Date. Row for Combs, James, Department Director. Includes CONTROL # 138 and City Mgr: Yes No .

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is not part of the contract. (DPR 02-16-11)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED
SCHOOL DISTRICT AND THE CITY OF SACRAMENTO
FOR AFTER SCHOOL EDUCATION & SAFETY PROGRAMS**

PARTIES: This Memorandum of Understanding (“M.O.U.”) is entered into on August 12, 2010 (“Effective Date”) by and between the Twin Rivers Unified School District (“TRUSD” or “District”), a school district of the State of California, and the City of Sacramento (“City”), a California municipal corporation.

WHEREAS, the purpose of this M.O.U. is to enable the TRUSD to fulfill the requirements of providing after school services to students served by the District in compliance with the California Department of Education’s After School Education and Safety Program (ASES);

WHEREAS, this M.O.U. is entered into by and between the parties in exercise of the authority set forth in California Education Code (EC) 8482 and the California Department of Education’s After School Education and Safety Grant, which provides for funding for the ASES programs.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

I. SCOPE OF AGREEMENT

A. The City shall:

1. Provide a quality comprehensive after school program, including academic support and enrichment activities (consistent with ASES regulations and District guidelines) for the enrollment and school sites listed on Exhibit A to this M.O.U.
2. Organize, provide, monitor and report to the District for approximately 30 hours of staff development per year for all City employees working under this M.O.U., with the 30 hours prorated for any employee who works less than the full year under the terms of this M.O.U.
3. Provide a nutritious snack, subject to SB12 standards.
4. Attend mandatory network meetings.
5. Maintain all records (i.e., invoices, receipts, etc.) for five (5) years.
6. Maintain staff records and ensure that ASES staff meets the minimum requirements of the District and the terms of the ASES Grant.
7. Provide District with up-to-date site employee rosters, assurance that City employees have submitted their fingerprints and that City has reviewed their employees’ criminal background information, and proof that employees meet requirements of instructional aides.
8. Complete and return Exhibit C (Contractor Certification), Exhibit D (List of Employees) and the W-9 Form attached to this M.O.U.
9. Select and identify a Site Director for each site, who must be approved in advance by the School Principal and District ASES Staff, to hire and manage all after school staff.
10. Develop and submit to the District a written program plan for each site by September 10, 2010.
11. Develop and disseminate parent information, to include a parent handbook, registration materials, and communications. Copies must be given to the District and School Principal.

12. Establish and manage contracts with other enrichment providers and existing programs as needed at each site.
13. Collect and submit programmatic and fiscal records and data to the District, as required by established deadlines. Attendance records and snack reports are due electronically by the 15th of each month. Attendance is to be forwarded to the proper contact at the Categorical Office and snack reports are to be forwarded to Nutrition Services.
14. Secure District facilities in use under this Agreement upon departing each site at the end of each evening's program(s). (Keys and/or alarm codes may be obtained by contacting the District's Maintenance Department by telephone at (916) 566-1600, ext. 1402, and asking Becky DelGado to issue a work order to fulfill the need for keys and/or alarm codes for the sites in use.)

B. The District shall:

1. Provide reasonable space, as determined by the School Principal, for the program to operate every day that school is in session.
2. Provide waste removal services for the program space and stock restroom supplies.
3. Provide office and/or clerical support for grant administration.
4. Provide a District Liaison to communicate between Twin Rivers and the after school providers and site administration.
5. Assist in student recruitment.
6. Conduct monthly network meetings for City and District management, to facilitate communication among all stakeholders.
7. Provide monthly professional development for curriculum alignment and program components.
8. Share information with stakeholders about professional development and staff trainings being conducted regionally.

C. Program Operation:

1. The program will operate every day that school is in session. The program must run from time of dismissal until 6:00 pm for a total of not less than 15 hours per regular school week.
2. The program must include an educational and literacy component to provide tutoring and homework assistance in alignment with core grade level standards. It will also include weekly lessons on character development and educational enrichment. The District will supply guidelines as necessary.
3. The student-to-staff ratio must not exceed 20:1.
4. A nutritious snack must be served, subject to SB12 standards.

II. TERM AND TERMINATION

The term of this M.O.U. is August 12, 2010, to June 30, 2011.

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. If the District gives such notice of termination, the City shall immediately stop providing Services pursuant to this M.O.U. and District shall pay City for services rendered prior to termination. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

If either party desires to cease Services at any particular site or sites covered by this M.O.U. during the term, it may do so by providing thirty (30) days prior written notice to the other party naming the specific site or sites affected and submitting an amended Exhibit A showing the amended list of sites and the amended grant amounts. Under no circumstances will said notice interrupt or impact services at any remaining site(s) covered by this M.O.U.

If the District desires to cease services at one or more sites covered by this M.O.U. and substitute one or more new sites, the District may provide thirty (30) days prior written notice to the City naming the specific site or sites where services are to be ceased, describing the specific site or sites where the District wishes services to be started and submitting a proposed amended Exhibit A showing the proposed amended list of sites and the proposed amended grant amounts. The City will have thirty (30) days from receipt of the notice to determine whether it wishes to start providing services at the new sites and shall have an additional thirty (30) days to begin providing services if the request is accepted. After the City responds to the District's request to provide services at a new site the District shall prepare an amended Exhibit A showing the amended list of sites and the amended grant amounts.

III. CONSIDERATION

The total of all fees paid to City for the performance of all services set forth in this M.O.U, including normal revisions (hereafter the "Services") **shall not exceed the total sum of \$1,302,830.68.**

The City must maintain average student attendance of at least 85% of grant enrollment monthly OR at least 90% over the academic year to receive the full payment amount shown in Exhibit A as "grant amount." Attendance rates not meeting this criterion will be compensated at \$7.13 per day per student.

For services provided during the period of August 1, 2010, through May 31, 2011, the City shall submit invoices electronically to the proper contact at the Categorical Office within forty-five days of the end of each month. For services provided during the months of June and July of 2011, the City shall submit invoices within thirty (30) days of the end of each month.

The District shall provide disbursement of funds within thirty (30) days of receipt of an invoice.

IV. INSURANCE & INDEMNIFICATION

District and City agree to be bound by the insurance and indemnity provisions of the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority Regarding Hold Harmless and Insurance Provisions dated May 31, 2001 (City Agreement # 2001-050), attached as Exhibit B.

V. NOTICES

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To TRUSD:

Twin Rivers Unified School District
3222 Winona Way
North Highlands, CA 95660
ATTN: CATHY OROSZ

To City:

City of Sacramento
Parks and Recreation Department
915 I Street, 5th Floor
Sacramento, CA 95814
ATTN: David Mitchell

VI. DISPUTE RESOLUTION

In the event any dispute arises under the terms of this M.O.U., the parties involved in the dispute shall meet and confer within seventy-two (72) hours of the request of any party with the objective of negotiation in good faith to resolve such disputes. If, within seven (7) calendar days of this meeting, or such longer period as may be agreed upon by the parties, the dispute cannot be resolved by the Representatives to the parties' mutual satisfaction, the parties shall mutually select a mediator to facilitate the resolution of the dispute by mediation. The parties requesting mediation shall request a list of five mediators from the Judicial Arbitrator Group ("JAG") in Sacramento, California. Each party, beginning with the party requesting mediation, will strike one name from the list until one name remains, which shall be the mediator. The mediator shall conduct such proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the parties, provided each party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation. The decision of the mediator is nonbinding and does not prevent either party from commencing an action or proceeding in Superior Court for the purposes of enforcing the terms of this M.O.U.

VII. EXHIBITS

All exhibits and attachments to which reference is made are deemed incorporated in this M.O.U., whether or not actually attached.

VIII. CONFLICT OF INTEREST

No director, officer, official, representative, agent or employee of any party shall have any financial interest, direct or indirect, in this M.O.U.

IX. THIRD PARTY BENEFICIARIES

Nothing in this M.O.U. shall be construed to confer any rights upon any party not signatory to this M.O.U.

X. RIGHTS AND REMEDIES ARE CUMULATIVE

Except as may be otherwise expressly stated in this M.O.U., the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its right or remedies shall

not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another party or parties.

XI. ENTIRE AGREEMENT

This M.O.U. represents the entire and integrated agreement between TRUSD and City, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of TRUSD and City.

XII. ATTORNEY'S FEES

In the event of any action or proceeding brought by one party against the other party for the purposes of enforcing the terms of this M.O.U., the prevailing party shall be entitled to recover for fees of its attorney in such action or proceeding in such an amount as the court may judge reasonable.

XIII. SEVERABILITY

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

XIV. CALIFORNIA LAW

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California

XV. REPRESENTATION OF AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

(remainder of page left blank intentionally)

IN WITNESS WHEREOF, the Parties hereto have executed this M.O.U. as of the date first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT:

CITY OF SACRAMENTO:

(Program Coordinator/Initiator Signature)

(Signature of Representative)

Printed Name: _____

Printed Name: _____

Title: _____

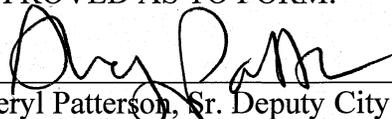
Title: _____

Date: _____

Date: _____

(Division-Level Administrator Signature)

APPROVED AS TO FORM:



Printed Name: _____

Sheryl Patterson, Sr. Deputy City Attorney

Title: _____

ATTEST:

Date: _____

CITY CLERK

(Associate Superintendent, Business Support Services Signature)

Printed Name: Rob Ball, RSBA

Date: _____

Date of TRUSD Board Approval: _____

EXHIBIT A

List of Schools for the Twin Rivers START Program 2010/11

School	Address	CC Dist	Avg Enroll Target	Maximum Payment
D W Babcock	2400 Cormorant Way, 95815	3	62.00	\$ 79,570.80
Del Paso Heights	590 Morey Av, 95838	2	90.67	\$ 116,365.88
Dry Creek	1230 G St, Rio Linda, 95673	n/a	83.33	\$ 106,945.72
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Orchard	1040 Q St, Rio Linda, 95673	n/a	83.33	\$ 106,945.72
Rio Linda	631 L St, Rio Linda, 95673	n/a	83.33	\$ 106,945.72
Sierra View	3638 Bainbridge Dr, N Highlands, 95660	n/a	101.42	\$ 130,162.43
Smythe Academy	2781 Northgate Blvd, 95833	1	90.41	\$ 116,032.19
Village	6845 Larchmont Dr, N Highlands, 95660	n/a	83.33	\$ 106,945.72
Woodridge	5761 Brett Dr, 95842	n/a	87.33	\$ 112,079.32
				\$ 1,302,830.68

Addresses outside the City limits are shown with a City Council District designation of n/a.

Memorandum of Understanding
City of Sacramento
Schools Insurance Authority
Hold Harmless and Indemnification Provisions

Introduction

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

Purpose

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

CITY
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

Agreement

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

Hold Harmless Agreement

INDEMNIFICATION

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

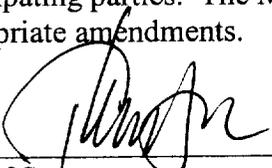
Term

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

Amendments

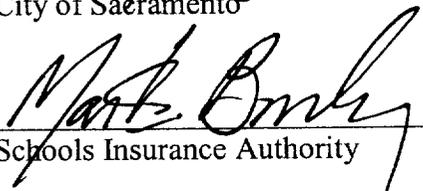
Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.



City of Sacramento

3/22/07

Date



Schools Insurance Authority

5/31/01

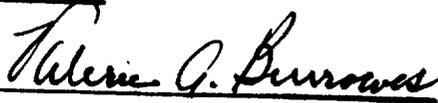
Date

APPROVED AS TO FORM:

ATTEST:



City of Sacramento



CITY CLERK



TWIN RIVERS UNIFIED SCHOOL DISTRICT
Business Services
5115 Dudley Blvd.
McClellan, CA 95652

CONTRACTOR CERTIFICATION

I, BRIAN FITZGERALD, am (an authorized representative of/doing business as) CITY OF SACRAMENTO (Name of Contractor/Consultant) and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Twin Rivers Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to Twin Rivers Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the Twin Rivers Unified School District of any additions/deletions as they occur.

I declare under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 8th day of March, 20 11, in Sacramento, County, California.

CITY OF SACRAMENTO
Name of Contractor/Consultant (please print)

BRIAN FITZGERALD, REC SUPT
Name/Title of Authorized Representative (please print)

(Signature)

City of Sacramento

Sacramento START
Twin Rivers Staffing FY11

Name Of Employee	Name Of Contractor	School Site
Liliana Martinez	City of Sacramento	Johnson
Rafela Martinez	City of Sacramento	Johnson
Sara Hernandez	City of Sacramento	Johnson
Lyndsay Hall	City of Sacramento	Johnson
Vanessa Armas	City of Sacramento	Johnson
Calvra Johnson	City of Sacramento	Frontier
Martha Santillian	City of Sacramento	Frontier
Amanda Timms	City of Sacramento	Frontier
Cienna Boudin	City of Sacramento	Frontier
Monique Goode	City of Sacramento	Frontier
Nicole Cartwright	City of Sacramento	Woodridge
Janessa Montijo	City of Sacramento	Woodridge
Taylor Kendall	City of Sacramento	Woodridge
Gabriel Gutierrez	City of Sacramento	Woodridge
Emily Dunzweilier	City of Sacramento	Woodridge
Stephanie Cochrane	City of Sacramento	Babcock
Gabriela Prado	City of Sacramento	Babcock
Chevelle Lee	City of Sacramento	Babcock
Javier Albor	City of Sacramento	Babcock
Miquel Montag	City of Sacramento	Babcock
Charmaine Brown	City of Sacramento	Garden Valley
Kelly Harris	City of Sacramento	Garden Valley
Latoya Burton	City of Sacramento	Garden Valley
Julena Gonzales	City of Sacramento	Garden Valley
Nicole Placencia	City of Sacramento	Garden Valley
Karla Beltran	City of Sacramento	Dry Creek
Jeanette Alcalá	City of Sacramento	Dry Creek
Jessica Brown	City of Sacramento	Dry Creek
Anailya White	City of Sacramento	Dry Creek
Danielle Sample	City of Sacramento	Dry Creek

Name Of Employee	Name Of Contractor	School Site
Maggie White	City of Sacramento	Smythe
Luisa Estrada	City of Sacramento	Smythe
Kiwi Brazil	City of Sacramento	Smythe
Khaaliq White	City of Sacramento	Smythe
Brenden Hu	City of Sacramento	Smythe
Yolanda Johnson	City of Sacramento	Smythe
Danielle Sturgeon	City of Sacramento	Del Paso
Nakisha Woods	City of Sacramento	Del Paso
Tonya Randolph	City of Sacramento	Del Paso
Sherae Rabon	City of Sacramento	Del Paso
Paul Guess	City of Sacramento	Del Paso
Diamond Patterson	City of Sacramento	Del Paso
Janice Macklin	City of Sacramento	Village
Kathy Wright	City of Sacramento	Village
Angela Frison	City of Sacramento	Village
Edwin Macias	City of Sacramento	Village
Lauren England	City of Sacramento	Village
Joe Howard	City of Sacramento	Orchard
Kayla Euka	City of Sacramento	Orchard
Tammy Sample	City of Sacramento	Orchard
Adrianna Lopez	City of Sacramento	Orchard
Charnay Scott	City of Sacramento	Orchard
Betty Kennedy	City of Sacramento	Sierra View
Jeremy Biggs	City of Sacramento	Sierra View
Ashley Jackson	City of Sacramento	Sierra View
Laura Parker	City of Sacramento	Sierra View
Daisy Rivera	City of Sacramento	Sierra View
Teanna Taylor	City of Sacramento	Sierra View

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,