



City of Sacramento City Council

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

Meeting Date: 12/6/2011

Report Type: Consent

Title: Agreement: Phoenix Park Recreation Programs

Report ID: 2011-00992

Location: District 8

Recommendation: Adopt a Resolution: 1) authorizing the City Manager or designee to enter into a Memorandum of Understanding (MOU) with the Sacramento Housing and Redevelopment Agency (SHRA) to provide staffing, services and supplies for recreational programs at Phoenix Park for a reimbursable amount not to exceed \$95,000 through June 30, 2012; 2) authorizing the City Manager or designee to enter into any necessary amendments to the MOU through June 30, 2012; and 3) authorizing the City Manager to adjust related revenue and expenditure budgets as necessary to implement the agreement with SHRA

Contact: Bonnie Williamson, Administrative Officer, (916) 808-2348, Parks and Recreation Department

Presenter: None

Department: Parks & Recreation Department

Division: Community Centers

Dept ID: 19001641

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Resolution
- 4- Exhibit A - Agreement with Sacramento Housing and Redevelopment Agency

City Attorney Review

Approved as to Form
 Sheryl N. Patterson
 11/28/2011 4:19:10 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
 Russell Fehr
 11/22/2011 6:19:05 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 11/28/2011 10:48:31 AM



Description/Analysis

Issue: The City of Sacramento and the Sacramento Housing and Redevelopment Agency (SHRA) are working in partnership to provide recreational programming at the Phoenix Park Resident Activity Center to promote both recreational and educational enrichment activities for youth. Staff is recommending that the City Council approve an MOU with SHRA in order to receive reimbursements for providing staffing, services and supplies related to program operations at Phoenix Park.

Policy Considerations: Support for recreation programs at Phoenix Park is consistent with the City's strategic plan to achieve sustainability and livability throughout the City.

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 the CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not Applicable

Commission/Committee Action: There was no Park and Recreation Commission action on this item, as it is an administrative matter.

Rationale for Recommendation: The City of Sacramento and SHRA have worked in partnership over the years to provide recreational programs at Phoenix Park through various funding sources. More recently, SHRA has been a recipient of a grant under the 21st Century Community Learning Centers Program from the California Department of Education and funded the program through that source.

SHRA is requesting that the Department of Parks and Recreation implement the grant funded program at the Phoenix Park Resident Activity Center by hiring staff, procuring equipment and other supplies and services necessary to operate the recreation and educational enrichment program at the center. SHRA will reimburse the City up to \$95,000 for providing these services through June 30, 2012, as a pass through eligible expense under the 21st Century Grant. A Memorandum of Understanding is necessary for the City to receive reimbursement and for SHRA to have the required contractor agreements to comply with the grant requirements.

Staff is recommending that the City Council approve the MOU, budgetary authority and related authority to amend the MOU if necessary.

Financial Considerations: The Department of Parks and Recreation has been providing support to SHRA for programs at Phoenix Park in the form of staffing and supplies for many years.

Fortunately, SHRA was successful in receiving a 21st Century Community Learning Center Grant, which will allow the City to continue to provide both staffing and services and supply support with no impact to the General Fund. The amount eligible for reimbursement from

SHRA through June 30, 2012 is \$95,000 and will offset the City's general fund support to the program which was included in the FY 12 approved budget.

Emerging Small Business Development (ESBD): Not applicable. There are no ESBD considerations with this report.

Background:

The City of Sacramento and the Sacramento Housing and Redevelopment Agency (SHRA) have worked in partnership for many years to provide recreational programs at Phoenix Park.

The Department of Parks and Recreation provides support to SHRA for programs at Phoenix Park in the form of staffing and supplies. The City of Sacramento and SHRA have worked in partnership over the years to provide recreational programs at Phoenix Park through various funding sources.

In 2008 SHRA, received a grant under the 21st Century Community Learning Centers Program from the California Department of Education. The 21st Century Community Learning Centers Program is meant to establish or expand before-and after-school programs that provide disadvantaged K-12 students (particularly students who attend schools in need of improvement) with academic enrichment opportunities and supportive services to help the students meet state and local standards in core content areas.

SHRA desires the Department of Parks and Recreation to implement the program at the Phoenix Park Resident Activity Center by hiring staff, procuring equipment and other supplies and services necessary to operate the recreation and educational enrichment program at the center. SHRA will reimburse the City up to \$95,000 for providing these services, a pass through eligible expense under the 21st Century Grant.

This grant will allow the City to provide both staffing, services and supply support with no impact to the General Fund. The amount eligible for reimbursement from SHRA through June 30, 2012 will offset City's costs to implement the program.

A Memorandum of Understanding is necessary for the City to receive reimbursement and for SHRA to have the required contractor agreements to comply with their grant requirements.



RESOLUTION NO. 2011-

Adopted by the Sacramento City Council

December 6, 2011

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN CITY AND THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY FOR RECREATION PROGRAMS AT PHOENIX PARK

BACKGROUND

- A. The City of Sacramento and the Sacramento Housing and Redevelopment Agency (SHRA) have worked in partnership for many years to operate after school and summer recreation programs at the Phoenix Park Resident Activity Center that promote educational and enrichment opportunities for youth.
- B. SHRA received a grant from the California Department of Education (CDE) to fund after school programs at Phoenix Park under the 21st Century Community Learning Centers Program.
- C. SHRA desires to have the City implement the recreation programs at the Phoenix Park Resident Activity Center by providing staff and procuring supplies and services as necessary to operate the programs.
- D. The amount eligible for reimbursement from SHRA through June 30, 2012 is \$95,000 which will offset the City's costs to provide the programs.

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 enter into a Memorandum of Understanding (MOU) with the Sacramento Housing and Redevelopment Agency (SHRA) to provide staffing, services and supplies for recreational programs at Phoenix Park during FY 2012 for an amount not to exceed \$95,000.
- Section 2. The Executive Director of SHRA or her designee is authorized to enter into a Memorandum of Understanding (MOU) with the City of Sacramento (City) to provide funding for staffing, services and supplies for recreational programs provided by City at Phoenix Park during FY 2012 for an amount not to exceed \$95,000.
- Section 3. The City Manager or his designee and the SHRA Executive Director or her designee are authorized to enter into any necessary

amendments to the MOU to comply with the CDE grant.

Section 4. The City Manager or his designee is authorized to adjust the Parks and Recreation Department revenue and expenditure budgets as necessary to implement the MOU .

Section 5. The MOU referenced in Sections 1 and 2 is attached as Exhibit A.

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Exhibit A – Memorandum of Understanding for Phoenix Park Recreational Programs



**MEMORANDUM OF UNDERSTANDING
PHOENIX PARK RECREATIONAL PROGRAMS**

This Memorandum of Understanding (“MOU”) is entered into on December ____, 2011 by and between the Sacramento Housing and Redevelopment Agency (“Agency”), a joint powers authority, and the City of Sacramento (“City”), a municipal corporation and charter city. The City and the Agency hereinafter may be referred to collectively as the “Parties” or in the singular as “Party”, as the context required.

RECITALS

The City and Agency have entered into the MOU with reference to the following facts and circumstances:

WHEREAS, the Agency has funded after school and summer recreation programs at its Phoenix Park Resident Activity Center that promotes educational and enrichment opportunities for youth; and,

WHEREAS, the Agency received a grant from the California Department of Education (“CDE”) for after school programs under the 21st Century Community Learning Centers Program (Program); and

WHEREAS, the Agency desires to have the City implement the Program at the Phoenix Park Resident Activity Center by hiring staff and procuring supplies and services as necessary to operate the Program; and

WHEREAS, the City and Agency have worked in partnership for many years to provide recreational programs at Phoenix Park.

NOW, THEREFORE, in consideration of the mutual promises contained here, the Parties hereby agree as follows:

1. TERM OF MOU; TERMINATION

The effective date of this MOU is July 1, 2011, and shall remain in effect until June 30, 2012. Either party may terminate this MOU without cause with 60 days written notice. In the event of termination, the Parties will cooperate to minimize disruption to existing or continuing programs and the City shall be reimbursed for the costs incurred up to and including the date of termination is effective. Extension and/or renewal of this MOU beyond the dates identified above shall be contingent upon the availability of continued 21st Century Community Learning Centers Program grant-funding and mutual agreement of both Parties.

2. NOTICE

Agency’s representative for administration of this MOU shall be a designated Program Manager; City’s representative shall be a designated Recreation Superintendent. Any communication required during the term of this MOU, including, without limitation, notice of termination shall be deemed given when served by personal delivery, fax or first class mail to the addresses noted below:

Notice to City of Sacramento

Recreation Superintendent
Department of Parks and Recreation
2450 Meadowview Road
Sacramento, CA 95826
(916) 808-7753

Notice to Agency

Program Manager
Phoenix Park
4400 Shining Star Drive
Sacramento, CA 95823
(916) 395-6337

Any Party who desires to change the identity of its representative or its address for notice may do so by giving notice as described above.

3. PROCEDURES

A. City's Responsibilities

1. Implement the Program by providing after school educational/enrichment programs at Phoenix Park Resident Activity Center subject to the availability of 21st Century Community Learning Centers program grant funds.
2. Hire recreational and educational non-career staff to implement and manage the programs, with on-going supervision of staff provided by the Agency.
3. Facilitate special activities and/or field trips for the program.
4. Invoice the Agency on a quarterly basis and/or upon completion of each program period for City incurred program costs as agreed to in an amount not to exceed \$95,000.

B. Agency Responsibilities

1. Provide staff and/or site coordinator for Program implementation on an as needed basis.
2. In accordance with Paragraph 3A above, pay the City within 45 days of receipt based on invoices submitted for the City's cost of delivery of the Program in a total amount not to exceed \$95,000.
3. Comply with the California Department of Education grant requirements, submit all required reports to the California Department of Education, advise and train City staff on the 21st Century Community Learning Centers grant requirements, as needed and answer questions from the California Department of Education, related to compliance with the grant requirements.

4. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

5. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

City and its employees and agents performing services related to this MOU are not agents or employees of Agency and are not entitled to any of the rights and/or benefits of Agency employees.

Agency and its employees and agent performing services related to this MOU are not agents or employees of City and are not entitled to any of the rights and/or benefits of City employees.

If in the performance of this MOU any persons are employed by City, such persons shall be entirely and exclusively under direction, supervision and control of City. If in the performance of this MOU any persons are employed by Agency, such persons shall be entirely and exclusively under the direction, supervision and control of Agency.

6. INDEMNIFICATION

Neither Agency, nor any of its officers or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold Agency harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

Neither City, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Agency under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Agency shall fully indemnify, defend and hold City harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by Agency under or in connection with any work, authority or jurisdiction delegated to Agency under this agreement.

7. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

8. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

9. ASSIGNMENT PROHIBITED

Neither Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

10. SEVERABILITY

If any term, covenant, or condition of this MOU is held to be a court of competent jurisdiction to be invalid, the remainder of the MOU shall remain in full force and effect.

11. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the Agreement is signed.

12. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no affect upon the construction or interpretation of this MOU.

14. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

15. AUTHORITY

The people executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY

CITY OF SACRAMENTO

LaShelle Dozier
Executive Director

John F. Shirey
City Manager

Approved as to Form:

Senior Deputy City Attorney

Attest:

City Clerk