



City of Sacramento City Council

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

Meeting Date: 1/24/2012

Report Type: Consent

Title: Memorandum of Understanding: City's Access Leisure and Paralympic Sport Club Programs

Report ID: 2012-00032

Location: Citywide

Recommendation: Pass a motion 1) authorizing the City Manager or his designee to execute a four (4)-year memorandum of understanding with California State University, Sacramento (CSUS) to allow the City of Sacramento to use facilities at CSUS to operate sports programs through the City's Access Leisure and Paralympic Sport Club Programs.

Contact: Bernadette Cheek, Administrative Analyst, (916) 808-6097; Dave 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: Access Leisure

Dept ID: 19001541

Attachments:

1-Description/Analysis

2-Background

3-Memorandum of Understanding, California State University, Sacramento (CSUS)

City Attorney Review

Approved as to Form
Sheryl N. Patterson
1/4/2012 11:14:23 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
12/28/2011 3:39:58 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 1/3/2012 4:54:48 PM



Description/Analysis

Issue: The City of Sacramento, Department of Parks and Recreation, Access Leisure and Paralympic Sport Club Programs seek to enter into a Memorandum of Understanding (MOU) with CSUS in order to provide a number of sports opportunities for children, teens, and adults with disabilities using the premier facilities at CSUS. This MOU will renew the City's ongoing relationship with the University and its students. In addition, administration of this MOU will provide a staff presence on campus to identify, train, and recruit CSUS students to serve as volunteers for a number of the City's ongoing programs.

Policy Considerations: Support for providing recreation programs using CSUS's facilities is consistent with the City's strategic plan to achieve sustainability and livability throughout the City.

Environmental Considerations: California Environmental Quality Act (CEQA):

Staff's recommendation 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) and 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 MOU between the City of Sacramento and California State University, Sacramento will benefit not only participants with disabilities and their families, but the students at CSUS and the community as a whole.

Currently, the City of Sacramento, Access Leisure and Paralympic Sport Club programs are filling a much needed service to those with disabilities in the Sacramento region. These programs also serve to offer outstanding volunteer experiences to CSUS students majoring in Kinesiology, Special Education, Nursing, and Therapeutic Recreation, including many students from majors not typically thought to serve people with disabilities. The City also partners with area high schools and service clubs such as the Lions Club and Kiwanis clubs for volunteer assistance and to prepare and serve meals at City functions held at CSUS.

In order to enter into this arrangement, staff is recommending that the City Council authorize the City Manager or his designee to execute a four (4)-year MOU commencing on February 1, 2012 and terminate January 31, 2015 with CSUS.

Financial Considerations: CSUS will provide use of the facilities to the City of Sacramento, charging only for janitorial services and energy usage costs at each approved facility. Funds to support the City's Access Leisure Programs were approved as part of the Department of Parks and Recreation's operating budget during the FY2011/12 budget process. The City Manager or the City Manager's designee is authorized to execute the MOU specified above, provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

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

Background:

The Department of Parks and Recreation, Access Leisure Program has partnered with California State University, Sacramento (CSUS) since 2000 to provide a number of sports programs for youth, teens and adults with disabilities. In September 2008, the City of Sacramento entered into a formal agreement with the United States Olympic Committee, Paralympic Division to operate a local sport development program. This agreement will serve to provide high quality facilities to operate these programs for persons with disabilities.

The events scheduled for 2012 are as follows:

1. Goal ball program – Paralympic sport for those who are blind or have low vision. This program is offered almost every Saturday with the exception of July, August and September.
2. Paralympic Experience Sacramento sports day – Multi Paralympic sports demonstrations for youth, adults and injured ill or wounded soldiers with physical or visual disabilities.
3. Sacramento Open – Track and Field event for teens and adults with intellectual disabilities.
4. A.C.T. Games and Blind Olympics Practice Schedule – Track and field events for children with physical disabilities and youth who are blind or have low vision.
5. Blind Olympics Main Event – Track and Field event for youth to age 18 who are blind or have low vision.
6. 27th Annual A.C.T. Games Main Event – Track and Field for youth ages 3 to 18 with physical disabilities.
7. Day of Discovery Scuba event- introduction to scuba for youth and young adults with physical disabilities.
8. Wheelchair Basketball- Paralympic sport for those who use manual wheelchairs.
9. Goal Ball Western Regional Tournament – Paralympic sport for those who are blind or have low vision.
10. Quad Wheelchair Rugby Tournament- Paralympic sport for those that are quadriplegic.

These programs offer participants the opportunity to access recreational and competitive sports, as well as serve as an invaluable tool for building a peer group and social network that reduces the feeling of isolation that so many children, teens and adults with disabilities experience daily.

The primary objectives of hosting Access Leisure and Paralympic Sport Club programs on the CSUS campus are:

- To offer the highest quality, most appropriate facilities for all of the City's sports programs for people with disabilities
- To offer meaningful volunteer opportunities for CSUS students as well as area high school students, service clubs and corporate sponsors
- To continue to serve as the catalyst for current trends in sports for people with

disabilities through the City's Paralympic Sport Club "ParalympicExperience " day at CSUS

- To educate the public through media coverage of these many programs
- To offer wonderful community outings in a collegiate setting to the children from Shriners Hospital For Children Northern California
- To provide training for future hopeful Paralympian's in the sports of track, field, goal ball, swimming, handcycling, wheelchair basketball, and quad rugby in a venue suitable for competition.
- To provide the opportunity for returning injured service men and women by re-introducing them to sports in a collegiate setting in the hopes that they will create a new peer group and develop new skills.

These programs will all provide an excellent opportunity to sustain and increase sports and physical activity opportunities in the City of Sacramento for those with disabilities, and raise the profile of Access Leisure and Paralympic Sport Sacramento Club Programs and California State University Sacramento, with the hopes that additional athletes will join the programs.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into _____, by and between the City of Sacramento, Department of Parks and Recreation (“PROVIDER”), and California State University, Sacramento (“INSTITUTION”) on terms as provided below.

Background

A. PROVIDER operates and provides various recreational and human service programs to the Sacramento Community including, but not limited to, people with disabilities (“PROGRAMS”).

B. INSTITUTION has available space and other resources that will assist PROVIDER in the effective operation of the PROGRAMS. The College of Health and Human Services shall serve as the sponsor of INSTITUTION’s support for the PROGRAMS and PROVIDER’S use of INSTITUTION’s facilities.

Understandings

1. Duties and Responsibilities of PROVIDER. PROVIDER shall be responsible for the overall operation of the PROGRAMS, including but not limited to the following:

- a. Establishing program policies and procedures
- b. Program operations directed by a Program Supervisor and/or Program Coordinator
- c. Development of program content
- d. Preparation and distribution of promotional materials
- e. Scheduling and registration services
- f. Participant billing and collections
- g. Program materials and supplies

2. Duties and Responsibilities of INSTITUTION. INSTITUTION agrees to provide the following in-kind support for the PROGRAMS:

- a. Classroom and activity space for each program as described on Exhibit A, which is hereby incorporated into this Memorandum of Understanding.

- b. Physical activity equipment, if available, that is in safe good working order. Equipment shall not be made available on weekends unless prior arrangements have been made and approved by the Institution. The use of any physical activity equipment shall not conflict with Institution use.
- c. Program coordination services of a designee of the Department of Kinesiology.
- d. Students from the Departments of Kinesiology and Health Science, Social Work, Nursing, Recreation, Parks, and Tourism Administration, Criminal Justice, and Speech Pathology and Audiology to serve as Program Aides
- e. In performing the foregoing, it is understood that the PROGRAMS will be operated in accordance with PROVIDER's reasonable policies and procedures.

3. Licensed Premises. INSTITUTION hereby grants non-exclusively licenses to PROVIDER and PROVIDER hereby licenses from INSTITUTION space within the campus of the California State University, Sacramento located at 6000 J Street, Sacramento, California (the "PREMISES") for the programs listed in Exhibit A. Space will be licensed as available and shall be determined as requested by PROVIDER through a specific use permit for each program detailing all proposed usages including dates and hours. The specific use permit will be submitted to the INSTITUTIONS Space Management office. Use of space is not granted until a University License Agreement has been executed by both parties for each program.

4. Term. The term of this Memorandum of Understanding will commence, February 1, 2012 and terminate January 31, 2015. Either party may terminate this MOU by giving the other party 30 days written notice of termination.

5. Use. PROVIDER will use the PREMISES only for the purpose of the PROGRAMS described in Exhibit A. PROVIDER will not use or occupy the PREMISES for any other purposes without prior written consent of INSTITUTION. Should the PROVIDER want to use the PREMISES for additional PROGRAMS during the year of this agreement, they must receive the written permission of the College of Health and Human Services and those programs are subject to all of the understandings of this agreement and are limited to two (2) such additional PROGRAMS.

6. Indemnification. THE INSTITUTION shall defend, indemnify, and hold THE PROVIDER, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE INSTITUTION, its officers, employees or agents.

THE PROVIDER shall defend, indemnify, and hold THE INSTITUTION, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including

reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE PROVIDER, its officers, employees or agents.

7. **Insurance.** It is understood and agreed that THE INSTITUTION and THE PROVIDER maintain self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this MOU.

8. **Utilities.** The cost for utilities including but not limited to electricity, natural gas, water, heating, air conditions, telephone shall be covered in each individual License Agreement.

9. **Condition and Care of Premises and Equipment (if available)** INSTITUTION at its own expense, agrees to keep and maintain the PREMISES and the fixtures therein in good, clean and sanitary order and condition. Notwithstanding the foregoing, PROVIDER agrees to be responsible for all repairs to the PREMISES and for loss or repair of physical activity equipment, which are made necessary as a result of any misuse or neglect by PROVIDER or by its agents or employees or visitors while on the PREMISES.

10. **Alterations.** PROVIDER will make no alterations, additions or improvements to the PREMISES or any part thereof without obtaining the prior written consent of INSTITUTION, which consent will not be unreasonably withheld.

11. **Rules and Regulations.** PROVIDER and its servants, employees, agents, representatives, visitors, and invites will comply strictly with the INSTITUTION's rules and regulations for the PREMISES.

12. **Entry by INSTITUTION.** INSTITUTION will have the right to enter the PREMISES, with notice to PROVIDER, to inspect the same; to supply janitorial services and any other services to be provided by INSTITUTION to PROVIDER hereunder; and to alter, improve or repair the PREMISES, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that PROVIDER's PROGRAM will not be interfered with unreasonably.

13. **Assignment and Sublicensing by PROVIDER.** Without INSTITUTION's prior written consent, PROVIDER and its successors or assigns will not, either voluntarily or by operation of law, sell, assign, transfer, encumber or hypothecate any or all of its interests under this Memorandum of Understanding, or sublicense without INSTITUTION's prior written consent, which may not be unreasonably withheld, the PREMISES or any part thereof or permit the PREMISES or any part thereof to be occupied by anyone other than PROVIDER or PROVIDER's employees or agents. INSTITUTION's consent to any one assignment or sublicensing, each of which will require INSTITUTION's consent in accordance with the foregoing.

14. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by mail; and if by mail, notice will be deemed sufficiently given if sent by registered or certified mail at the address of the PROVIDER or to INSTITUTION at the address designated below:

INSTITUTION: California State University, Sacramento
Procurement and Contract Services
6000 J Street
Sacramento, CA 95819-6008
Attention: Suzanne Swartz – Contract Administrator

PROVIDER: City of Sacramento, Department of Parks and Recreation
5735 47th Avenue
Sacramento, CA 95824
Attention: Alan Tomiyama, Recreation Manager

Either party may, by written notice to the other party, specify a different address for notice purposes.

15. Successor and Assigns. Except as otherwise provided in this Memorandum of Understanding, all of the covenants, conditions and provisions of this Memorandum of Understanding will be binding upon and will only inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

16. Waivers. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition will not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition of this Memorandum of Understanding. Acceptance by INSTITUTION of any performance by PROVIDER after the time the same will have become due will not constitute a waiver by INSTITUTION of the breach or default of any covenant, term or condition of this Memorandum in Understanding unless otherwise expressly agreed to by INSTITUTION in writing.

17. Conflict of Laws and Interpretation. This Memorandum of Understanding will be governed by and construed in accordance with the laws of the State of California.

18. Entire Agreement. This Memorandum of Understanding, together with any later written modifications or amendments hereto, will constitute the entire agreement between the parties relative to the subject matter hereof and will supersede any prior or contemporaneous agreements or understandings, if any, whether written or oral, which parties, their agents or representatives may have had relating to the subject matter hereof. No modification, alteration or waiver of any term, condition or covenant of this Memorandum of Understanding will be valid unless in writing.

19. Severability. If any term or provision of this Memorandum of Understanding shall, to any extent, be determined by a court of competent jurisdiction to be valid or unenforceable, the

remainder of this Memorandum of Understanding will not be affected thereby, and each term and provision of this Memorandum of Understanding will be valid and be enforceable to the fullest extent permitted by law.

20. Counterparts. This Memorandum of Understanding may be executed in multiple counterparts, each of which will be deemed an original and such counterparts will together constitute one and the same instrument.

21. Headings. The headings of sections in this Memorandum of Understanding are for reference only and are not to be construed in any way as part of this Memorandum of Understanding.

22. Recitals and Exhibits. The recitals and exhibits listed are hereby incorporated into this Memorandum of Understanding by this reference.

23. Third Party Beneficiaries. Unless otherwise expressly provided, this Memorandum of Understanding will not create any third-party beneficiary rights for any person or entity.

24. Execution. By their signatures below, each of the following represent that they have the authority to execute this Memorandum of Understanding and to bind the party on whose behalf their execution is made.

INSTITUTION:

Attest as to content only:

By: _____

Print Name: Fred Baldini

Its: Dean, College of Health
& Human Services

California State University, Sacramento

Approved

By: _____

Print Name: Suzanne Swartz

Its: Contract Administrator
Procurement and Contract Services

PROVIDER

City of Sacramento

By: _____

Print Name: James L. Combs

Its: Director, Parks and Recreation

Attest:

By: _____

City Clerk

By: _____

Senior Deputy City Attorney
Attorney for PROVIDER

Exhibit A

PROGRAM FACILITY REQUESTS 2012/2013

Goalball program- Paralympic sport for those that are blind or have low vision

Dates: Saturdays

February-11, 18, 25

March- 17, 24

April- 7, 21

May- 5, 19

June- 2, 9

October- 6, 13, 20, 27

November- 3, 10, 17

December- 1, 8

January, 2013- 12, 19

Time: 1:00PM to 4:30PM

Location: Yosemite 183

Goalball West Coast Regional Tournament

Saturday, March 31 and Sunday April 1, 2012

Time: 7AM to 7PM each date

Location: Yosemite Hall Main gym and Auxiliary gym

NOTE: This tournament must be hosted in two separate full size gyms to accommodate for players, spectator, and coaches. This game is played by those that are blind or those with visual disabilities and the ball has bells in it so that the games must be played in separate gyms so athletes can hear them.)

Paralympic Sport Sacramento Club- “Paralympic Experience” Day- multi Paralympic sports demonstrations for children, teens adults and injured ill or wounded soldiers with physical or visual disabilities

Date: Saturday, April 14, 2012

Time: 7am to 5pm

Location: Yosemite 100

Yosemite 183

Yosemite 171

Solano Hall 1000

Sacramento Open- Track and Field Event for teens, young adults and adults with intellectual disabilities.

Event date; Sunday, April 22, 2012

Time; 5:30am to 4:00pm

Location; Main Track

Wheelchair Basketball -tournament for adults with disabilities.

Date: Saturday, May 12, 2012

Time: 7:30am to 5:30pm

AND Sunday, May 13, 2012

7:30am to 3:00pm

Location: YSM 171

Day of Discovery Scuba event- Introduction to scuba for youth with physical disabilities

Dates: Saturday, July 21, 2012

Times: 7am to 6pm

Location: Dorm Pools

26TH Annual A.C.T. Games and Blind Olympics Training Dates- Training dates for track and field events for youth with physical or visual disabilities

Event dates;

Saturday September 22, 2012

AND

Saturday, September 29, 2012

Time; 9AM to 11:30AM

Location; Practice Track OR Main track

26th Annual A.C.T. Games Main Event

Event date: Saturday, October 13, 2012

Time: 5:30am to 2pm

Location: Main track only

Blind Olympics Main Event - Track & Field event for youth ages birth to 18 that are blind or have low vision

Date: Saturday, October 20, 2012

Time: 5:30am to 3pm.

Location: Main Track at Hornet Stadium

Quad Rugby Tournament- Paralympic sport for those that are quadriplegic

Dates: Saturday, December 1, and Sunday, December 2, 2012

Time: 7am to 7pm

Location: Main gym (first choice) or practice gym

NOTE: Specific rooms/locations and time of usage subject to availability, the permitting process, and the execution of individual University License Agreements.