

**Meeting Date: 8/20/2013**

**Report Type:** Consent

**Report ID:** 2013-00644

**Title: After-School Education and Safety Program for Proposition 49 with Sacramento City Unified School District**

**Location:** District 4

**Issue:** City Council approval is required for the City to continue to provide after-school programming for the Sacramento City Unified School District at Sam Brannan Middle School.

**Recommendation:** Pass a Resolution authorizing the City Manager to enter into an agreement with Sacramento City Unified School District to operate after-school programming at Sam Brannan Middle School.

**Contact:** Sylvia Fort, Recreation Manager, (916) 808-8381; Elizabeth Anderson, Operations Manager, (916) 808-6076; James L. Combs, Director, (916) 808-8526, Department of Recreation

**Presenter:** None

**Department:** Parks & Recreation Department

**Division:** Teen Services

**Dept ID:** 19001741

**Attachments:**

- 1-Description/Analysis
- 2-Resolution
- 3-Contract

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
8/8/2013 9:59:21 AM

**Approvals/Acknowledgements**

Department Director or Designee: Jim Combs - 8/6/2013 4:56:48 PM

## Description/Analysis

**Issue Detail:** As a result of voter approval and implementation of Proposition 49, the State of California has again approved a grant for an After-School Education and Safety program (ASES) for the Sacramento City Unified School District (SCUSD). The State funds the ASES program and SCUSD has requested that the Parks and Recreation Department continue to operate the ASES program at Sam Brannan Middle School for the next fiscal year, at a reimbursement rate not to exceed \$105,000 per year. City Council authorization is required for the City Parks and Recreation Department to operate the program in a service provider capacity and because the total contract amount is over \$100,000.

**Policy Considerations:** The provision of City services to the SCUSD is consistent with the Parks and Recreation Department's after-school enrichment programs, which are also provided to other school districts in the City.

**Economic Impacts:** None.

**Environmental Considerations:** This agreement to continue services is an administrative activity which is exempt from environmental review under Section 15378(b) (5) of the California Environmental Quality Act (CEQA) Guidelines.

**Sustainability:** This agreement to continue services is an administrative activity which is exempt from environmental review under Section 15378(b) (5) of the California Environmental Quality Act (CEQA) Guidelines.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The ASES program will provide after-school education to 125 youth daily.

**Financial Considerations:** The availability of Proposition 49 funding allows for continued ASES programming at Sam Brannan Middle School. The District will reimburse the City up to \$105,000 for this program in this fiscal year. All costs incurred by the City in the operation of the agreement will be reimbursed by the school district. No additional general fund support is required.

**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.

## **RESOLUTION NO. 2013-**

Adopted by the Sacramento City Council

August 20, 2013

### **APPROVING AN AGREEMENT WITH THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE AFTER- SCHOOL EDUCATION AND SAFETY PROGRA AT SAM BRANNAN MIDDLE SCHOOL**

#### **BACKGROUND**

- A. The Department of Parks and Recreation has operated After-School Education and Safety (ASES) programs at middle schools since 1999. Funding for the ASES program comes from school districts that receive grants for the State of California's Department of Education.
- B. As a result of the passage of Proposition 49, the State has approved additional grant funding for ASES programs. School districts may provide ASES programs directly or contract with other providers to deliver services on their behalf.
- C. The Sacramento City Unified School District (SCUSD) has requested that the City continue to operate the ASES program at Sam Brannan Middle School in fiscal year 2013/14.
- D. All costs incurred by the City in the operation of the ASES program will be reimbursed by SCUSD. Therefore, no general fund support is required.

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

- Section 1. The City Manager, or designee, is authorized to execute an agreement and any extensions, amendments, or other related documents with SCUSD as necessary for the City to continue to operate the After-School Education and Safety Program at Sam Brannan Middle School during fiscal year 2013/14 and to receive reimbursement of up to \$105,000 per fiscal year.
- Section 2. The City Manager, or designee, is authorized to adjust the necessary operating revenue and expenditure budgets to receive

reimbursement of up to \$105,000 in fiscal year 2013/14.

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And  
City of Sacramento, Teen Services**

The Sacramento City Unified School District (“District”) and the **City of Sacramento, TEEN SERVICES, PASSAGES Program** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2013 (“Effective Date”) with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage City of Sacramento, PASSAGES Program to develop, maintain and sustain programs that offer support services to Sam Brannan Middle Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and PASSAGES Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at Sam Brannan Middle School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay City of Sacramento, PASSAGES Program not to exceed \$105,000 to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Sam Brannan Middle School (111 students) \$105,000

The final installment shall not be invoiced by PASSAGES Program or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, PASSAGES Program shall provide documentation of \$21,000 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, City of Sacramento, Teen Services PASSAGES Program, and each of City of Sacramento, Teen Services PASSAGES Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

E. Fingerprinting Requirements. District has determined that services performed under this Agreement will result in contact with students. City of Sacramento, PASSAGES Program shall obtain fingerprinting and TB clearance for all employees before services can begin. City of Sacramento, PASSAGES Program will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from July 1<sup>st</sup>, 2013, through June 30, 2014. Either Party may terminate this Contract with cause upon written notice of intention to terminate for cause with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to:

City of Sacramento, Teen Services PASSAGE Program  
c/o Kim Mohler  
Recreation Superintendent  
City of Sacramento Department of Parks and Recreation  
5699 S. Land Park Drive  
Sacramento, CA 95822  
(916) 808-8378

If to: Sacramento City Unified School District  
c/o Youth Engagement Services  
Serna Center  
5735 47th Avenue, Box 767  
Sacramento, CA 95824

A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or

property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

H. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

I. Assignment. This Agreement is made by and between City of Sacramento, Teen Services PASSAGES Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

M. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

By: \_\_\_\_\_  
Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District  
Date \_\_\_\_\_

**CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM:**

By: \_\_\_\_\_  
Authorized Signature  
Date \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ASES: Sacramento City USD and City of Sacramento, PASSAGES Program

### Scope of Services:

#### Attachment A\*

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#### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.

#### CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. **Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
18. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide teachers to deliver after school tutoring the first hour of the program for a minimum of 10 hours per week.
10. Provide afterschool program staff with computer and telephone access.

## **Expectations for SCUSD Before and After School Programs**

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1-hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

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).

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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.

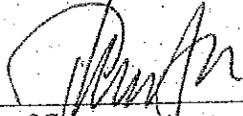
Term

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.

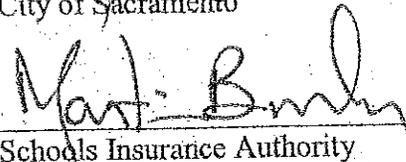
No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether 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

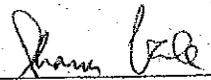
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Schools Insurance Authority

5/31/01  
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Date

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
City of Sacramento

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