MEMORANDUM OF UNDERSTANDING
RE: AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR PROPOSITION 49

This memorandum of understanding ("MOU") is entered into by and between the Elk Grove Unified School District ("District"), a local public entity, and the City of Sacramento ("City"), a municipal corporation and charter city. The City and the District hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

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

WHEREAS the District and the City have an interest in developing and implementing elementary and middle school an after-school program ("Program") that promotes educational and enrichment opportunities for youth; and,

WHEREAS the District has submitted a Request for Application for funding from the After School Education and Safety Program.

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

1. TERM OF MOU; TERMINATION

This MOU shall commence March 26, 2007, and shall remain in effect until June 30, 2008 ("Initial Term"). By mutual agreement of the Parties, this MOU may be extended on all the terms and conditions contained in this MOU for one (1) additional one-year (1) term following the expiration of the Initial Term. The terms of this MOU will be reviewed and modified annually unless either Party gives written notice of termination to the other Party in the manner specified in Paragraph 2. Either party may terminate this MOU without cause with 90 days written notice. In the event of termination, the Parties will cooperate to minimize disruption to existing or continuing programs. Extension and/or renewal of this MOU beyond the dates identified above shall be contingent upon the availability of continued After School Education and Safety (ASES) grant-funding and mutual agreement of both Parties.

2. NOTICE

District's representative for administration of this MOU shall be Donna Cherry; City's representative shall be Sylvia Fort. 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:

Sylvia Fort
Recreation Manager
Department of Parks & Recreation
City of Sacramento
3801 Power Inn Road
Sacramento, CA 95826
(916) 808-8381

Notice to District:

Donna Cherry
Director
EGUSD
9510 Elk Grove-Florin Road
Elk Grove, CA 95624
(916) 686-7712

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. Provide an after school educational/enrichment program at the following school site: Edward Harris Middle School Spring 2007 (March 26–June 4) Fall 2007 and Spring 2008 subject to the availability of After School Education and Safety Program Grant and other funds.

2. Develop Program elements in partnership with the District, other community based organizations and partners and the school site and will include minimally one hour of homework and/or tutoring assistance. City staff will provide support to District staff operating the tutorial component. Program elements shall also include other educational and enrichment/recreational activities.

3. Hire or contract with a site coordinator for each school site; the site coordinator shall be selected by the District, the City, and the Principal to oversee and coordinate the school site's Program (including those after school programs offered at the site and not funded by the grant) and to help plan the upcoming Program sessions.

4. Hire or contract with other staff/consultants to sufficiently and effectively staff the Program, except that the City may request that the District contract or hire any teachers who

may be providing the services to the Program using existing After School Education and Safety Program funds.

5. All staff members who directly supervise students shall meet the minimum qualifications for an instructional aide in the school district.

6. The program maintains a student-to-staff ratio of no more than 20 to 1 with a daily participant maximum of 150 students.

7. All program staff and volunteers shall be subject to health screening and fingerprint clearance requirements in current law and the district policy for school personnel and volunteers.

8. Provide supervision, by a City Recreation Supervisor, of the Program at the school sites, who shall provide program development and direction with the District Coordinator and site Principals, oversee implementation, coordinate and organize staff/volunteer training, supervise the site coordinators, monitor the recreation and enrichment portion of the Program.

9. Develop an annual budget in partnership with the District and the school sites for the after school program (attachment B). Invoice the District on a quarterly basis for one quarter of the City's cost as agreed in the budget.

10. Seek other resources to support the Program.

11. Cooperate with and provide information to the District and the District's program evaluator for the evaluation of the Program.

12. Develop special activities or field trips for the sites individually and collectively. The City also agrees to obtain prior permission from students' parents and school site principal or designee for students' participation in City-sponsored field trips and excursions.

13. Comply with the reporting requirements of Proposition 49 through California Department of Education grant funds and provide information to the District for compliance with any of its reporting requirements.

14. Comply with the District and school site joint use agreement and permits regarding liability, maintenance, damage etc. at each program site.

15. Comply with requirements of the USDA and EGUSD Nutrition Services Office related to administration and operation of after school snack and other district sponsored nutrition programs. The City agrees to maintain as current and deliver daily all records required by the Nutrition Services Office subject to review and forfeiture of the following month's food service program for non-compliance.

16. Comply with the California Department of Education grant requirements for training of After School Program personnel by allowing at least one City Recreation Supervisor to be involved in the training and to attend mandated meetings.

17. Invoice the District on a quarterly basis for City-incurred overhead and program costs as agreed to in the annual budget. City overhead and program costs will be recalculated annually as part of the annual budget development.

B. District Responsibilities

1. Provide school site facilities including classroom access at the school site at no charge to the City.

2. Provide teachers and/or instructional aides for education/tutorial program components.

3. Subject to District's collective bargaining obligations, attempt to modify custodial schedules at the school sites so that custodial charges can be minimized.

4. In accordance Paragraph 3(A), above, pay the City quarterly based on one quarter of agreed upon annual budget for the City's cost of delivery of the program in an amount not to exceed $105,711 annually.

5. Support the development of educational curriculum; materials and training that can benefit the educational outcomes component of the school sites.

6. Perform an evaluation with the full cooperation of the City and provide, educational and demographic data needed to evaluate the after school program. The District will fully cooperate in providing the required data needed for Program accountability requirements in a timely manner.

7. Provide program registration forms which meet both District and City requirements/needs.

8. Submit all required reports to the California Department of Education, advise and train City staff on the After School Education and Safety Program Grant requirements, and serve as a liaison between the City and the California Department of Education to answer questions related to compliance with the grant's requirements.

9. Work with the City to mutually appoint a committee to develop and implement the program.

10. Work with the City to develop an effective After School Program marketing and recruitment component to attract students into the program.

11. Comply with the California Department of Education grant requirements for training of After School Program personnel by providing for at least one City Recreation Supervisor involved in the program to attend mandated training.

12. Provide in-kind support and direct services as required by the California Department of Education annually proportionate to number of months program services are provided.

13. Provide an afternoon snack to program participants through the District's Nutrition Services Division.

C. School Site Responsibilities

1. Designate a school staff person to work directly with the site coordinator 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 participant parents.

5. Help with distribution and collection of school site program evaluation information.

6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements needed to be added/modified.

7. Provide space for the Program to operate, including office space for the site coordinator, classroom space for the classes, and storage space for program supplies/materials.

8. Help coordinate custodial and storage needs of the Program.

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 District and are not entitled to any of the rights and /or benefits of District employees.

District 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 District, such persons shall be entirely and exclusively under the direction, supervision and control of District.

6. INDEMNIFICATION / INSURANCE

The parties agree to be bound by the insurance and hold harmless provisions found in the memorandum of understanding between the City of Sacramento and the Schools Insurance Authority regarding hold harmless and indemnification provisions dated May 31, 2001.

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 by a court of competent jurisdiction to be invalid, the remainder of this 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 effect 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.

ELK GROVE UNIFIED
SCHOOL DISTRICT

Donna Cherry
Director

Jeffrey L. Markov
Director of Fiscal Services

CITY OF SACRAMENTO

By: Cassandra H.B. Jennings
Assistant City Manager
For: Ray Kerridge, City Manager

Approved as to Form:

Senior Deputy City Attorney

Attest:

City Clerk

California Department of Education
GRANT AWARD NOTIFICATION
AO-400 (Rev. 2/06/06)

RECEIVED DEC 15 2006 A06-0177,1

Attachment A

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Magdalena Carrillo Mejia, Superintendent Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870	FY	PCA	Vendor Number	Suffix
	06	23939	6743	10

Attention	COUNTY	STANDARDIZED ACCOUNT CODE STRUCTURE	
Program Office	34	Resource	Revenue Object
Telephone		6010	8590

Name of Grant Program
After School Education and Safety (ASES) Program

GRANT AMOUNT	Original/Prior Amendments	Amendment Number	Amendment Amount	Total	Index	Federal Catalog Number
	$571,995.00	2	$285,998.00	$857,993.00	0604	

AWARD DATES	Starting	Ending
	July 1, 2006	June 30, 2007

Dear Superintendent Carrillo Mejia:

This is to inform you that your original grant award for the ASES Program has been amended pursuant to California *Education Code (EC)* Section 8482.55.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Lisa Randall, Analyst
After School Partnerships Office
California Department of Education
1430 N Street, Suite 6408
Sacramento, CA 95814-5901

RECEIVED BY: FEB 2 2006 CONTRACTS OFFICE SCUSD

California Department of Education Contact	Title
Lisa Randall	Analyst
E-mail Address lrandall@cde.ca.gov	**Telephone** (916) 319-0203
Signature of the State Superintendent of Public Instruction or Designee	**Date** December 11, 2006

CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND ASSURANCES

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Thomas S. Barentson	Deputy Superintendent/CFO
E-mail Address	**Telephone**
Signature	**Date** 1/18/07

GRANT AWARD NOTIFICATION (Continued)

ASES Program Terms and Conditions

1. All state statutes and regulations applicable to each program under which state funds are made available through this application will be met by the local agency in its administration of each program. The local agency will follow its program plans as specified in the agency application.

2. The local agency will make reports to the state agency as necessary to enable the state agency to perform their duties and will maintain such records and provide access to those records as the state agency deems necessary. The local agency shall maintain such records for at least five years after the completion of the activities for which the funds are used.

3. The local agency will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, *Government Code* Section 6250 et seq.)

4. No more than 15 percent of grant monies earned may be used for administrative costs (including indirect costs equal to the lesser of 5 percent of the grant amount or the agency's California Department of Education [CDE] approved indirect cost rate).

5. Funds must supplement, not supplant existing services. Programs may not use ASES Program funds to pay for existing levels of services.

6. The grantee must provide matching funds equal to or greater than **one-third** of the grant award amount.

7. Facilities and space usage may be used to fulfill up to **25 percent** of the match requirement.

8. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. This grant shall be administered in accordance with the provisions of California *EC* sections 8482-8484.6. Expenditures shall comply with all applicable provisions of state and local rules, regulations, and policies relating to the administration, use, and accounting for public school funds, including but not limited to, the *EC*.

10. The grantee shall submit expenditure, attendance, and programmatic reports (including evaluation reports) as indicated in the ASES Budget and Information Packet. Attendance reports will be submitted to the CDE on a **semi-annual** basis. Expenditure reports will be submitted to the CDE on a quarterly basis. Failure to submit reports as required may result in denial of the remaining grant amount and an invoice from the CDE for the entire amount of this grant.

Attachment B

EGUSD AND CITY OF SACRAMENTO
AFTER SCHOOL PROGRAM BUDGET

PROGRAM BUDGET

	Year 1	Year 2	Year 3
Services to be Provided	**March 26-June 4, 2007 Projected Expenses**	**Sept. 07-June 08 Projected Expenses**	**Sept. 08-June 09**
Comprehensive enrichment/ recreation program. Recreation instruction and other contracted services at school site.	**Labor** **21,041**	**Labor** **82,211**	**Labor** **TBD based on FY 09 Labor projections**
	Services & Supplies **5,875**	**Services & Supplies** **23,500**	**Services & Supplies** **TBD**
Total	**26,916**	**105,711**	**TBD**

The program budget for March 26-June 30, 2008 shall not exceed $132,627 and shall be to provide services at the school site only. The City shall invoice for reimbursement for costs incurred on a quarterly basis not to exceed the annual budget per Section A.9 of the Memorandum of Understanding Re: After School Education and Safety Program (ASES) for Proposition 49 between the Elk Grove Unified School District and the City of Sacramento.

Projected allocations will be reviewed and adjusted quarterly based on program attendance, availability of supplemental funding sources and projected costs for delivery of services to be provided.

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.

CITY
AGREEMENT NO. 2001-050

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

CITY CLERK'S COPY

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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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 — Date: 3/22/01

Schools Insurance Authority — Date: 5/31/01

APPROVED AS TO FORM:

City of Sacramento

ATTEST:

CITY CLERK

CITY AGREEMENT NO. 2001-050

CITY AGREEMENT NO. 2001-050