

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2007, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF SACRAMENTO DEPARTMENT OF PARKS AND RECREATION, a public agency, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the Federal government has repealed the Aid to Families with Dependent Children and established the Temporary Assistance to Needy Families (TANF) program; and

WHEREAS, in 1997, the California legislature enacted AB 1542 establishing the California Work Opportunity and Responsibility to Kids (CalWORKs) program; and

WHEREAS, the responsibility to administer the CalWORKs program is delegated to County welfare departments; and

WHEREAS, the Department of Human Assistance, hereinafter referred to as "DHA", is the COUNTY's welfare department; and

WHEREAS, COUNTY desires to extend certain services to Sacramento County recipients participating in the CalWORKs program by contracting with CONTRACTOR; and

WHEREAS, CONTRACTOR is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this Agreement and the exhibits which are part of this Agreement; and

WHEREAS, the Board of Supervisors authorized the DIRECTOR of DHA to enter into the Agreement on behalf of COUNTY by Resolution No. 2007-0670, and Sacramento County Code Section 2.61.100(a)(1); and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be for the period commencing July 1, 2007 and ending June 30, 2008.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Human Assistance
2433 Marconi Avenue
Sacramento, California 95821

TO CONTRACTOR

ASSISTANT CITY MANAGER
City of Sacramento
Department of Parks and Recreation
915 I Street, 1st Floor
Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

All administrative and program site address changes must be reported to COUNTY 90 days prior to the change.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES AND PERMITS

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds

COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligations hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. DEBARMENT OR SUSPENSION

45 CFR Part 76.100 (Code of Federal Regulations), which applies to any contract that receives Federal funding, provides that Federal funds may not be used if the contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. If 45 CFR Part 76.100 applies to this Agreement, then CONTRACTOR shall execute the Certification Regarding Debarment And Suspension and shall comply with its provisions.

XIII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. GOOD NEIGHBOR POLICY

Not applicable to this Agreement.

XVI. USE OF FUNDS

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICE, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or

intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

XIX. INSURANCE

COUNTY and CONTRACTOR finance their liability, property and workers' compensation risks through a combination of self-insurance and insurance. The COUNTY and CONTRACTOR are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under the terms of this Agreement.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis for services rendered during the preceding month. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.
- F. If the Director finds that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and advance payment will not create an undue risk, payment will be made for services, which are not rendered. DIRECTOR, or his/her designee, may authorize a one-time advance in an amount not to exceed ten percent (10%) of the net amount of the budget as indicated in Exhibit "C" at the time the advance is made. Advance funds shall be offset against actual reported expenditures for the final ten months (or allocated equally over remaining months, if fewer than ten) of each year of the Agreement.
- G. Notwithstanding any other provision of this Agreement to the contrary, CONTRACTOR shall submit separate monthly invoices pursuant to the requirements listed in Exhibit C of this Agreement, hereinafter referred to as the "INITIAL INVOICES", and in accordance with the procedures, prescribed by the COUNTY for services rendered during the period of time beginning July 1, 2006 and ending on the last day of the month in which this Agreement is fully executed by the COUNTY and CONTRACTOR, hereinafter referred to as the "INITIAL PERIOD". The INITIAL INVOICES shall be submitted to the COUNTY no later than the fifteenth (15) day of the month following the INITIAL PERIOD, and the COUNTY shall pay the CONTRACTOR within thirty (30) days after receipt of appropriate and correct INITIAL INVOICES.

XXII. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized.

XXIII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIV. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXVI. TIME

Time is of the essence of this Agreement.

XXVII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVIII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Human Assistance or his/her designee.

XXIX. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XXX. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof, 2) if funds in COUNTY's yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXXI. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning

CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXII. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense.

- A. CONTRACTOR shall submit to DIRECTOR an annual financial and compliance audit prepared by an independent accounting firm if the maximum total payment amount is \$100,000 or more. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States, and the Provisions of Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and other non-profit institutions if a non-profit organization, or a government agency, if there is a receipt of federal funds.
- B. The CONTRACTOR will submit the audit report to DIRECTOR, c/o Department of Human Assistance, Contracts, 2433 Marconi Avenue, Sacramento, CA 95821-4807, who will review the audit for completeness and findings, and then submit the audit to the County Auditor-Controller for technical review. The COUNTY shall be allowed access to all financial and program records, as COUNTY deems necessary to determine that funding was spent in compliance with applicable guidelines and this Agreement.
- C. If the Agreement is terminated for any reason during the contract period, the independent audit shall cover the entire period of the Agreement for which services were provided.
- D. The annual audit shall be submitted to DIRECTOR within six months of the end of each fiscal year of this Agreement.
- E. Should any findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the finding will be addressed. Federal regulations require all findings to be corrected within six months after receipt of the audit report.

XXXIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior Agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIV. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXV. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, and D, attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO
a political subdivision of the State of California

CITY OF SACRAMENTO, DEPARTMENT OF
PARKS AND RECREATION, a public agency

By _____
Bruce Wagstaff, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61.012(h)

By  _____
Marty Hanneman, Assistant City Manager
for Ray Kerridge, City Manager/October 4, 2007

Date _____

Date _____
94-6000410
Employer Tax Identification Number

“COUNTY”

“CONTRACTOR”

CONTRACT AND CONTRACTOR STATUS REVIEWED AND APPROVED BY COUNTY COUNSEL ON
JANUARY 13, 2006.

APPROVED AS TO FORM:



CITY ATTORNEY

**EXHIBIT "A" to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
City of Sacramento Department of Parks and Recreation,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. SERVICE LOCATION(S)

Facility Names(s): Southside Park Youth Club
Street Address: 6th & U Streets
City and Zip Code: Sacramento, CA

II. PROGRAM DESCRIPTION

CONTRACTOR shall be lead agency, fiscal agent, and program administrator at the Southside Park Youth Club for an after-school program for low income, multi-cultural and multi-ethnic CalWORKs/TANF youth ages 5-18 years old living in the Southside Park area. Hours of operation, including holidays are Monday through Friday 3:00 – 6:00 P.M., September through May; Monday through Friday 7:30 AM – 6:00 PM, June through August. The CONTRACTOR shall serve a minimum of 50 and a maximum of 100 youth a year.

III. STAFFING

Prior to providing services, program and volunteer staff will be cleared through the Department of Justice Fingerprinting System to ensure that each staff has no past conviction involving crimes against children or that pose a potential risk to the well-being of children. Staff shall lead activities, help recruit and maintain involvement of eligible youth and provide the program services described in this Agreement.

IV. DESCRIPTION OF SERVICES

The Southside Park Youth Club will offer the following:

A. Programming functions:

- Recreation space (to play pool, other table games, and socialize with their peers).
- Recreation aide-led sports activities/games in the park and swimming pool (volleyball, field hockey, flag football, soccer, tetherball, kickball, ultimate Frisbee, and more).
- Individual sports equipment checkout.
- A bulletin board with community events, services and job opportunities.
- Field trips. (one bimonthly during the school year and two in the summer).
- Homework assistance.
- Supervised activities (Arts, crafts, music, drama, enrichment activities, recreational activities, specialized activities).

B. Staff functions will include:

1. Human Services Coordinator (0.75 FTE) will be supervised by the Children's Services Program Supervisor (at City of Sacramento cost). The Human Services Coordinator's duties are to:
 - Develop and implement all elements of the Southside Youth Club Program.
 - Be on-site during the hours of operations Monday – Friday.
 - Attend all off-site field trips.
 - Perform on-going outreach (monthly-12 per year) within the community to promote the program and recruit new program participants and retain participants.

- Collaborate with the Southside Park area neighborhood entities (associations, schools, business, etc.) on efforts to enhance in-kind contributions.
- Recruit and supervise volunteers, a minimum of zero to a maximum of 10 per year.
- Recruit, train and supervise up to two Recreation Aide staff members (total 0.72 FTE) who will be under the direct supervision of the Human Services Coordinator. The Recreation Aides will work directly with the youth in the delivery of the program activities. Program activities will include:
 - Sports, games, arts and crafts.
 - Tutoring in literacy, math and computer use.
 - Life and job skills training.
 - Good sportsmanship.
 - Citizenship behaviors training.

V. **GENERAL PROVISIONS**

- A. CONTRACTOR shall obtain prior written permission of COUNTY, specifically CalWORKs/TANF staff, and coordinate with COUNTY for any press and/or media release, and/or contact regarding CalWORKs/TANF activities.
- B. CONTRACTOR shall not knowingly or willingly violate any aspects of the Welfare-to-Work Plans or other service agreements between COUNTY and CalWORKs/TANF clients. Any such violations shall constitute grounds for termination of this Agreement at the discretion of COUNTY.
- C. CONTRACTOR shall notify COUNTY of service sites and any changes in site location(s).

VI. **EVALUATION**

COUNTY may at any time, evaluate this program. Adequate notice shall be given to CONTRACTOR of such action, and CONTRACTOR shall be given opportunities to participate and respond in the evaluation process.

CONTRACTOR will evaluate program on the following topics, but not limited to:

- hours of program.
- program goals, objectives, policies.
- program curriculum and communication.

Parents and participants will both evaluate the program twice a year.

**EXHIBIT "B" to Agreement
between County of Sacramento,
hereinafter referred to as "COUNTY", and
City of Sacramento Department of Parks and Recreation,
hereinafter referred to as "CONTRACTOR"**

**COUNTY OF SACRAMENTO
INSURANCE REQUIREMENTS FOR CONTRACTORS**

THIS EXHIBIT IS NOT APPLICABLE TO THIS CONTRACT

See the Agreement Exhibit Section XIX Insurance on page 5 of 9.

**EXHIBIT "C" to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
City of Sacramento Department of Parks and Recreation,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$50,000

II. CONTRACT REIMBURSEMENTS

CONTRACTOR shall be paid on a cost reimbursement basis in accordance with the Budget. Reimbursement in any calendar month shall not exceed a maximum of one twelfth (1/12) of the total maximum compensation until the date upon which the final budget for the COUNTY is approved and adopted by the Sacramento County Board of Supervisors.

III. CLAIMS/REPORTING

All claims/monthly reports must be submitted by the fifteenth (15th) day of the month following the claim period.

The COUNTY has changed to an electronic claiming process. CONTRACTOR is required to use the Electronic Claim Form (ECF) to submit all claims. CONTRACTOR is required to use the electronic Budget Change Request (BRR) form to make any line item changes to their Budget. CONTRACTOR is required to have the person submitting the claim attend a mandatory training on how to use the new claiming process.

Electronic Claims must be submitted to: DHA-Contracts@sacounty.net

- A. Agreement number **DHA-CW-132-08** must be identified on every claim submitted for reimbursement.
- B. All claims must include:
- Hardcopy database reports
 - Month of service
 - Participant name and an identifier (case number, SSN, and date of birth)
 - Activities and services provided
- C. A hardcopy of the ECF (claim) must be mailed or hand-delivered to:
- Contract Officer
Sacramento County Department of Human Assistance
2433 Marconi Avenue
Sacramento, CA 95821-4807
- D. A narrative year-end report describing CONTRACTOR's ongoing operation, outreach and recruitment efforts, relations with DHA, target population, and lessons learned is due by August 31, 2008 for FY 07/08.

IV. BUDGET

The Budget for this Agreement is outlined below.

Line item transfers between Budget categories may be made using the BRR, provided such Budget changes do not result in the total Budget exceeding the Maximum Total Payment Amount under this Agreement, do not compromise the intent of the program, and are approved in writing by the DHA Director or her/his designee.

Agency: City of Sacramento Department of Parks and Recreation

Program: Southside Park (Youth Program)

Funding Source: General Fund

Term of Contract: July 1, 2007 – June 30, 2008 **Allocation:** \$50,000

Budget Items	Actual Expenses		Annual Allocated Budget	Funds Remaining
	Current Period	Cumulative To Date		
Staffing:				
Human Services Coordinator - 0.75 FTE			\$20,000	
Benefits			\$4,000	
Recreation Aide - 0.72 FTE			\$13,000	
Benefits			\$1,000	
Service and Supplies:				
Center Equipment			\$1,500	
Recreational Equipment & Supplies			\$4,000	
Administration			\$500	
Miscellaneous			\$2,000	
Field Trips and Specialized Instructors			\$4,000	
TOTAL			\$50,000	

**EXHIBIT "D" to Agreement
between the County of Sacramento,
hereinafter referred to as "COUNTY", and
City of Sacramento Department of Parks and Recreation,
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS

I. MONITORING

- A. COUNTY shall monitor the program and the adequacy of CONTRACTOR's performance in the manner, which COUNTY deems most effective. CONTRACTOR shall cooperate with COUNTY in such monitoring.
- B. CONTRACTOR shall prepare and submit to COUNTY reports in the form and manner prescribed by COUNTY. Such reports may be subject to audit by COUNTY or COUNTY's designated auditors as required by federal regulations or local requirements.

II. GRIEVANCES

CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

III. AMENDMENT

- A. The budget attached to this Agreement as Exhibit "C" is subject to revision upon notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.
- B. DIRECTOR, or her designee, is authorized to execute amendments to increase the amount of the contract provided that the increase does not exceed ten percent (10%) of the maximum amount of the original contract, or \$20,000, which ever is less, and funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year. Subject to the above ten percent (10%)/\$20,000 maximum, amendments may include changes to any or all of the elements set forth in Exhibit "C"

IV. CONFIDENTIALITY

CONTRACTOR agrees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the State Department of Social Services manual of Policies and Procedures, to assure that:

- A. All applications and records concerning an individual made in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this Agreement for which grants-in-aid are received by this State from the federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

- B. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

V. **EQUIPMENT OWNERSHIP**

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct or require CONTRACTOR to conduct an annual physical inventory of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging and inventory. CONTRACTOR shall deliver the equipment to COUNTY upon termination of this Agreement, unless COUNTY instructs otherwise or this Agreement is renewed or extended.

VI. **QUALITY ASSURANCE AND PROGRAM REVIEW**

A. **Client Records**

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate state, federal, and county record maintenance requirements.

B. **Review and Inspection**

CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement.

At reasonable times during normal business hours, COUNTY or DIRECTOR, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. CONTRACTOR shall furnish DIRECTOR with such information as he/she may require to evaluate fiscal and program effectiveness of the services being rendered.

VII. **OPERATION AND ADMINISTRATION**

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the net amount of the budget shown in Exhibit "C" all space, facilities, equipment and supplies necessary for CONTRACTOR's proper operation and maintenance and performance of services hereunder.
- B. The Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and Bylaws. Current copies of said documents and any amendments shall be delivered to COUNTY upon request of DIRECTOR.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement.