

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA ROSA AND THE BOYS AND GIRLS CLUB OF CENTRAL SONOMA COUNTY TO PROVIDE A MIDDLE SCHOOL SOCCER PROGRAM

WHEREAS, in 2004, the voters approved Measure O, a tax measure to generate revenue for, in part, gang prevention and intervention; and

WHEREAS, the City developed a gang prevention/intervention program which includes after school sports and educational activities for youth; and

WHEREAS, the City has developed a middle school soccer program, in partnership with the Boys and Girls Club, to provide an opportunity for the students to stay active and involved in positive activities after school; and

WHEREAS, keeping youth busy after school has been proven effective in decreasing negative or unwanted behaviors during these hours.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa hereby approves the Memorandum of Understanding Between the City of Santa Rosa and the Boys and Girls Club of Central Sonoma County Related to Gang Prevention/Intervention Program (MOU), attached hereto as Exhibit A, to provide a middle school soccer program and authorizes the Director of Recreation and Parks the signing authority to enter into this MOU.

IN COUNCIL DULY PASSED this ____ day of _____, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____
City Clerk

APPROVED: _____
Mayor

APPROVED AS TO FORM:

CF
City Attorney

Attachment: Exhibit A Memorandum of Understanding Between The City Of Santa Rosa and The Boys And Girls Club of Central Sonoma County Related to Gang Prevention/Intervention Program

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA ROSA AND THE BOYS AND GIRLS CLUB OF CENTRAL SONOMA COUNTY RELATED TO GANG PREVENTION/INTERVENTION PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into as of this ___ day of _____, 2013, by and between the Boys and Girls Club of Central Sonoma County ("Boys and Girls Club"), and the City of Santa Rosa, a municipal corporation ("City").

Recitals

- A. In 2004, the voters approved Measure O, a tax measure to generate revenue for, in part, gang prevention and intervention.
- B. City developed a gang prevention intervention program which includes after school sports and educational activities for children.
- C. The parties would like to offer an after school soccer program for students at Cook and Comstock Middle Schools in the Santa Rosa City School District and Roseland Accelerated Middle School in the Roseland School District (the "Program") and fund the Program in part with Measure O funds.
- D. The Program objective is to offer the students an opportunity to play and learn soccer and to stay active and involved in positive activities after school.
- E. Keeping children busy between the hours of 3:00pm – 6:00pm has been proven effective in decreasing negative or unwanted behaviors during these hours.

Agreement

NOW, THEREFORE, City and Boys and Girls Club hereby agree as follows:

1. Program Description

- A. From March 4, 2013 through May 11, 2013, the parties will work together to provide the Program. The Program will not be offered during school spring break or any other days the students do not have school.
- B. Approximately 40 students at each site will participate in the Program. The parties anticipate a total of approximately 120 students from these three sites will be participating in the Program.
- C. Soccer practices will be conducted by City and Boys and Girls Club three days a week, Monday, Wednesday and Friday at each school site and games will be scheduled on Fridays as well as two Saturdays, April 11, 2013 and May 11, 2013. Any team with a bye on a Friday game day will still hold practice.

2. City Obligations

City will provide the following:

- A. Participant registration forms to Boys and Girls Club for completion by participants and processing by Boys and Girls Club.
- B. Participant uniforms, consisting of shirts, shorts and socks. The uniforms may be kept by each player at the end of the Program.
- C. Game schedules and locations.
- D. A Head Coach and Assistant Coach at each site to run the practices and act in the lead roles to teach soccer skills, rules and sportsmanship expectations to the participants.
- E. Use by Boys and Girls Club of the City of Santa Rosa logo for Program related materials.
- F. Awards for participants who complete the Program.
- G. In February, 2013, training of the soccer coaches and Boys and Girls Club staff involved in the Program, prior to commencement of soccer activities.
- H. Program supplies and materials to supplement Boys and Girls Club's current inventory, to be returned at the end of the Program.
- I. Transportation for Program participants and staff through First Student to and from games on Friday game days, some transportation for Saturday games through use of the City of Santa Rosa trolley. Pick up locations are to be determined.
- J. Field space and associated fees for the two scheduled Saturdays.
- K. Assistance in promotion of Program, including providing a detailed schedule with dates, times, and locations of both practices and games.
- L. Registration of all participants through the City's Recreation & Parks Class registration system.
- M. Two to three officials for each game from the California Youth Soccer Association (CYSA); coordinate with CYSA's official coordinator to establish game rules and a league schedule; work directly with CYSA to ensure all games have scheduled officials.
- N. City staff will regularly check in with site directors to provide consistent communication and support to each Program site. City staff will not provide direction to staff employed by Boys and Girls Club, but will report any issues directly to the lead contact staff.
- O. City agrees to comply with all provisions of Public Resources Code 5164 and Penal

Code 11105.3. City further agrees that every independent contractor, agent, employee and volunteer of City who may have direct contact with minors in a supervisory or disciplinary capacity shall successfully undergo a background investigation pursuant to Penal Code section 11105.3 before providing any services related to this MOU.

3. Boys & Girls Club Obligations

Boys and Girls Club will:

- A. Prior to commencement of the Program, and continuing throughout the Program, market the Program and recruit participants for the Program at school assemblies, during parents' nights, by providing a lunchtime information table at each of the school sites, and through informational written and electronic materials and flyers.
- B. Obtain completed participant registration materials, signed by parents or legal guardians, prior to Program activities, transportation, and games and provide copies of the completed forms prior to these activities.
- C. Pay to City \$10 per participant to off-set uniform costs no later than March 22, 2013, and before uniforms are distributed to the players.
- D. Provide to the City no later than May 9, 2013, all information it needs for the proper reporting of the use of Measure O funds, including student names or ID numbers, ethnicity, birth dates, zip code and gender.
- E. Communicate with City on number of participants, or additional help needed in recruiting players.
- F. Store of Program supplies and equipment.
- G. Provide restrooms at each site for participants and spectators.
- H. Implement emergency procedures and provide to the coaches of each team emergency contact information pertaining to participants.
- I. Ensure Boys and Girls Club Program staff are certified in CPR and first aid.
- J. Provide at least one representative from Boys and Girls Club for each practice and game site and ensure their attendance at City-provided pre-season coaching clinics/ training and at all practices and games.
- K. Ensure that Boys and Girls Club staff who will be participating in the Program attend soccer training provided by City and assist at their assigned site to mentor, coach and provide supervision during travel for their assigned team throughout the season.
- L. Provide a site director at each school site to provide consistent communication with City staff and to manage the Program at their assigned sites.
- M. Provide field space for practices and home games and communicate the location of games and practices to City prior to commencement of the season.

- N. Inform participants and parents prior to away games of the times when participants will arrive back to their respective schools where the arrival time may be later than the 6:00 p.m. Boys and Girls Club closing time, and inform participants and parents of schedules prior to the two Saturday game days.
- O. Boys and Girls Club agrees to comply with all provisions of Public Resources Code 5164 and Penal Code 11105.3. Boys and Girls Club further agrees that every independent contractor, agent, employee and volunteer of Boys and Girls Club who may have direct contact with minors in a supervisory or disciplinary capacity shall successfully undergo a background investigation pursuant to Penal Code section 11105.3 before providing any services related to this MOU.

5. Effective Date/Term of MOU

This MOU shall be effective on the date it is made above and shall expire on June 30, 2013. This MOU is contingent on the continued funding by City and by Boys and Girls Club for this Program. Section 6 shall survive the termination or expiration of this MOU.

6. Indemnification

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this MOU.

7. Confidentiality

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this MOU pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to Child Abuse Reporting agencies as required by law.

8. Authority and Execution

Each person executing this MOU on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee that such partnership, corporation or trustee has the full right and authority to enter into this MOU and perform all of its obligations hereunder.

Executed as of the day and year first above stated.

**BOYS AND GIRLS CLUB OF CENTRAL
SONOMA COUNTY**

A California Non-profit Corporation

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk