



City of Hayward,
Hayward Area Park and Recreation School District, and
Hayward Unified School District
SERVICES AGREEMENT

THIS AGREEMENT, for convenience dated July 1, 2016, is entered into by and between:

- A. The CITY OF HAYWARD, a municipal corporation, hereinafter referred to as "CITY";
- B. The HAYWARD AREA RECREATION AND PARK DISTRICT, a special recreation and park district, separate and distinct from the CITY, hereinafter referred to as "HARD"; and
- C. The Hayward Unified School District, a public school district, hereinafter referred to as "HUSD."

WITNESSETH

WHEREAS, the City Council of the City of Hayward, by Resolution No. 16-###, dated October 25, 2016, directed the City Manager to negotiate and execute a joint agreement with HARD and HUSD to provide funding for various programs and activities; and,

WHEREAS, incorporated into this Services Agreement is a provision that creates a Volunteer Coordinator position; and,

WHEREAS, HUSD has indicated its interest and ability to contribute financial resources equal to that of the CITY, in the amount of \$33,974 per year, in order to provide the capacity to make the Volunteer Coordinator position a full time [40 hours per week] position that will equally serve the CITY, HARD, and HUSD; and,

WHEREAS, both the CITY and HARD stand to benefit from, and are agreeable to, the addition of HUSD as a partner agency in this Agreement as it pertains to the Volunteer Hayward Program; and,

WHEREAS, all of the programs and services described herein are permissible expenditures; and,

WHEREAS, the CITY, HARD and HUSD desire and are capable of performing the duties described in the attached Exhibit A, Work Program;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The CITY, HARD and HUSD agree to perform all work and provide all services set forth in the Work Program (Exhibit A). All funds received by HARD from the CITY and HUSD under this Agreement shall be used for the sole purpose of carrying out the Work Program herein.
2. HARD agrees to maintain on a current basis complete records including books of original entry, source documents supporting accounting transactions, service records, a general ledger, canceled checks, and related documents and records to assure proper accounting of funds and performance of this Agreement. Such records and accounts shall include, but not be limited to an accounting of all other funds, receipts, and expenditures, of HARD. Such records shall be kept in a form approved by the CITY and HUSD, and shall be made available upon request to the City and / or HUSD.
3. HARD shall furnish any and all information and reports required by CITY and /or HUSD. HARD shall permit access to books, records, and accounts by CITY or HUSD or either party's representatives and employees, for the purposes of investigation to ascertain compliance with all applicable rules, regulations, and orders and for the purpose of evaluating and monitoring HARD's compliance with the provisions of this Agreement.
4. HARD shall submit performance reports in a format prescribed by the CITY and HUSD, at intervals as reflected in the Work Program (Exhibit A) describing the nature of services delivered and number of persons served in accordance with Exhibit A, Work Program. Such cash disbursement shall be in accordance with Exhibit B, Program Budget. The CITY and HUSD, respectively, will release funds after the performance report has been reviewed for compliance with standards set forth in Exhibit A.
5. CITY, HUSD, and HARD shall have access to the names, addresses, and phone numbers, if any, of all persons served under this Agreement, which may be used exclusively for the sole purpose of soliciting client comments relevant to the evaluation and monitoring authorized by Paragraph 3. Provided further, that each party shall have the authority to waive this provision in cases where bona fide interests of confidentiality will be served thereby.

6. Allowable compensation for services rendered by HARD to CITY and HUSD is set forth in Exhibit B, Program Budget. CITY and HUSD shall provide funding to HARD in accordance with all applicable regulations and procedures for amounts not to exceed the levels shown below for satisfactory performance of each part of Exhibit A, as follows:

	<u>Description:</u>	<u>Amount:</u>	<u>Source:</u>
Part A:	Matt Jimenez Community Center: Operations Subsidy.....	\$178,620	CITY
Part B:	Sunset Swim Center.....	\$9,000	CITY
Part C:	Volunteer Hayward Volunteer Coordinator	\$33,974 \$33,974	CITY HUSD
Sub-total Paid by City to HARD:		\$221,594	CITY
Sub-total Paid by HUSD to HARD:		\$33,974	HUSD
Total Paid to HARD:		\$255,568	CITY and HUSD

7. This Agreement shall be subject to the availability of the funds identified above.
8. HARD shall not apply sums received from the CITY or HUSD with respect to that portion of any of its obligations which has been or should be paid by another source of revenue.
9. Any amounts paid to HARD from State or Federal agencies as rebates (e.g., for overpayment of employee benefits), from utility or insurance companies, or from any other source for which the CITY or HUSD has paid under this Agreement shall be refunded to CITY or HUSD as applicable within ten (10) days of receipt by HARD.
10. HARD shall be provided CITY and HUSD funds only for services outlined in the Work Program for eligible Hayward residents during the period of this Agreement which shall begin on July 1, 2016 and end on June 30, 2017. Additionally, if funds are available, and if all terms and conditions agreed to under this Agreement remain unchanged, all parties agree to an automatic extension of this Agreement for the subsequent one year period that shall begin on July 1, 2017 and end on June 30, 2018; and again for the subsequent one year period beginning July 1, 2018 through June 30, 2019. Any change in the terms and conditions must be agreed to in writing and signed by authorized representatives of all concerned parties to this Agreement prior to going into effect. Furthermore, the CITY and HUSD shall have the authority to extend the program period for no more than 60 days in any case where amounts obligated pursuant to this Agreement remain unexpended at the end of the Agreement periods established hereby.

11. HARD agrees to maintain, and fully disclose to the CITY and HUSD upon request, records of all program income derived from activities partially or fully funded under this Agreement. Program income includes, but is not limited to, proceeds from the sale of real or personal property, gross income from sale of services or commodities, usage or rental fees, interest, and royalties on patents and copyrights. In accordance with applicable federal regulations, program income received by the HARD for services rendered under this Agreement, where City administered federal funds (including Community Development Block Grant - CDBG - funds) are used in support of said program or services, must either be returned to the City or authorized each year by the City for HARD'S use which must benefit CDBG eligible – low-income – people.
12. HARD shall provide for its employees' income tax withholding and benefits as may be required by State and Federal law.
13. HARD agrees to hold harmless, indemnify, and to defend the CITY and HUSD and their respective officers, employees, agents, and volunteers from any and all claims for injury or damage of whatever type brought by or on behalf of any third party, including, but not limited to, HARD's officers, employees, and agents, arising from or connected with any acts or omissions in the performance of this Agreement by HARD and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto, except from any such claim arising solely out of negligent acts or omissions attributable to the CITY or HUSD or their respective officers, employees, agents, and volunteers. HARD shall maintain insurance policies of the type and on the conditions described in Exhibit C.
14. None of the work to be performed by HARD shall be subcontracted without prior written consent of CITY and HUSD. HARD shall be as fully responsible to CITY and HUSD for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. Subcontractors shall procure and maintain in full force and effect all insurances, endorsements, and applicable limits as are required of HARD in Exhibit C or otherwise approved by CITY and HUSD. These insurances shall fully protect the CITY, HUSD, HARD, and Subcontractors until the completion and acceptance of Subcontractor's work, as a whole. Subcontractor shall, prior to commencement of work, deliver HARD certificates of insurance affording full information as to coverage and HARD shall deliver the certificates to the CITY and HUSD for approval. HARD shall be properly insured to a minimum of having workers' compensation, comprehensive general liability, comprehensive automobile liability, and professional liability. HARD shall not transfer any interest in this Agreement (whether by assignment or novation) without the prior written approval of CITY and HUSD. No party shall, on the basis of this Agreement, encumber or in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.
15. If, through any cause, HARD, the City, or HUSD shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if any party to this Agreement shall violate any of the covenants, agreements, or stipulations of the Agreement, the other parties shall thereupon have the right to terminate this Agreement by giving written notice to the other

parties of such termination by specifying the effective date thereof, which shall be at least five days before the effective date of such termination. Without prejudice to the foregoing, HARD agrees that if prior to the termination or expiration of this Agreement upon any final or interim audit by CITY or HUSD, or otherwise, it shall be disclosed to, or determined by CITY or HUSD, that HARD shall have failed in any way to comply with any requirements of this Agreement, HARD shall forthwith bring itself into compliance and shall pay to CITY and HUSD forthwith whatever sums are so disclosed to be due to CITY or HUSD respectively (or shall, at CITY's and HUSD's election permit CITY and HUSD to deduct such sums from whatever amounts remain undisbursed by CITY and HUSD to HARD pursuant to this Agreement). If this Agreement shall have terminated or expired, and it shall be disclosed upon such audit, or otherwise, that such failure shall have occurred, then HARD shall pay to CITY and HUSD forthwith whatever sums are so disclosed to, or determined by CITY and HUSD, to be due to CITY and/or HUSD. Anything in this Agreement to the contrary notwithstanding, all parties to this Agreement shall have the right to terminate this Agreement with or without cause at any time upon giving the other parties at least 30 days written notice prior to the effective date of such termination.

16. If not already adopted, within 30 days following the date of this Agreement, HARD's Board of Directors shall adopt a resolution or have in place an active policy and procedure that is substantially similar to the following:
 - a. Be it resolved by the Hayward Area Recreation and Park District that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, gender, sexual orientation, age, marital status, familial status, disability, or human immunodeficiency virus (HIV) status.
 - b. In addition, the Hayward Area Recreation and Park District shall provide no religious instruction or counseling, conduct no religious worship services, engage in no religious proselytizing, and exert no other religious influence in the provision of services paid for by the CITY or HUSD.
 - c. As used in this Agreement, the term "human immunodeficiency virus status" includes any perception that a person is suffering from the medical conditions commonly referred to as AIDS (Acquired Immune Deficiency Syndrome). A copy of said resolution or policy and procedure shall be submitted to CITY and/or HUSD upon request.
17. HARD agrees that no person shall, on the grounds of race, color, national origin, religion, sex, sexual orientation, human immunodeficiency virus (HIV) status, age, marital status, familial status, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to HARD pursuant to this Agreement. HARD shall not, on the grounds of race, color, national origin, religion, sex, sexual orientation, human immunodeficiency virus (HIV) status, age, marital status, familial status, or handicap:
 - a. Deny any service or other benefit provided under the program or activity;

- b. Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether he/she satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or
 - f. Deny an opportunity to participate in a program or activity as an employee; provided, however, that nothing in this paragraph shall prevent HARD from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons, where the purpose of such action is to overcome prior discriminatory practice or usage, and provided, further, that nothing in this paragraph shall be construed to prohibit HARD from maintaining or constructing separate living facilities or restroom facilities for the different sexes.
18. HARD shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, human immunodeficiency virus status, national origin, age, marital status, familial status, or handicap. HARD shall make every effort to insure that applicants for employment are employed and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, human immunodeficiency virus (HIV) status, national origin, age, marital status, familial status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. HARD shall post in conspicuous places, available to employees and applicants for employment, notices of this nondiscrimination clause. HARD shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, human immunodeficiency virus (HIV) status, national origin, age, marital status, familial status, or handicap. HARD shall incorporate the foregoing requirements of this paragraph in all of its Agreements for program work, and shall require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
19. No qualified handicapped person shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving funds under this Agreement. HARD shall not, solely on

the basis of handicap, deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service provided under this Agreement. The aid, benefit, or service must be equivalent to and as effective as that provided to others, and may be different or separate from that provided to others, only if such action is necessary to provide equivalent and effective aid, benefit, or service to qualified handicapped persons. HARD may not deny a qualified handicapped person the opportunity to participate in programs or activities that are not separate or different despite the existence of separate or different programs or activities designed specifically for the handicapped. Also HARD shall ensure that communications with their applicants, employees, and beneficiaries are available to persons with impaired vision and/or hearing and that access to HARD's services is in compliance with the requirements of the American's with Disabilities Act of 1990.

- a. If reasonable accommodation of disabled employees or beneficiaries poses an undue hardship on the operation of HARD or the funded program, HARD may apply in writing to the Director of the City Manager for a waiver.
 - b. Nothing in the above paragraph prohibits HARD from applying for and receiving any exception or waiver available by law.
 - c. HARD shall make available to employees, participants, beneficiaries, and other interested persons, such information regarding HARD's nondiscrimination policies, procedures, and responsibilities, as HARD or CITY or HUSD finds necessary to apprise such persons of the protections against discrimination assured them under this Agreement. HARD shall also notify such persons of their right to seek redress of alleged violations, under this Agreement, of 31 C.F.R. 51.55 (d) (2) implementing Section 504 of the Rehabilitation Act of 1973 or violations of 24 C.F.R. Part 41 by filing a written complaint with the City Manager within 90 days of the date the complainant becomes aware of the alleged discrimination.
20. HARD agrees that no Federal appropriated funds have been paid, or will be paid by, or on behalf of, HARD, to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement as noted in Exhibit D.
21. HARD agrees that if any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, HARD shall complete and submit Standard Form-LLL, "Anti-Lobbying Certification", or Exhibit D, in accordance with its instructions.
22. HARD agrees that no member, officer or employee of CITY, or its designees or agents, no member of the governing body of CITY and no other public official of CITY who exercises any functions of responsibilities with respect to the HARD and its programs and services

during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement, or the process thereof. "Interest" here includes, but is not limited to, serving on the Board of Directors of HARD, leasing property to HARD, and being employed by HARD under this Agreement.

23. HARD, and any CITY and HUSD approved subcontractors, shall not hire, or permit the hiring of, any person if that person or a member of that person's immediate family has an administrative or policy making position with the HARD. The term "immediate family" means wife, husband, son, daughter, mother, father, grandmother, grandfather, brother, sister, and in-law relationships. The term "administrative capacity" means persons who have selection, hiring, or supervisory responsibilities for employees of HARD. The term "policy making" capacity means membership on the board of directors, advisory boards and committees or a similar position with HARD any parent or subsidiary organization of the HARD.
24. HARD agrees that the language in paragraph 22 and 23 shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
25. HARD shall comply with the "City of Hayward Nondiscriminatory Employment Practices Provision" and "Special Affirmative Action Provision for Supply and Service Contracts", copies of which are attached hereto and incorporated herein by reference as Exhibit E and, where applicable, cause its subcontractors in excess of \$10,000 to do the same.
26. HARD agrees to the terms and conditions of the Affirmation of Non-Involvement in Development or Production of Nuclear Weapons, an executed copy of which is attached hereto as Exhibit F and incorporated herein.
27. Because the amount set forth in Section 6 of this Agreement is \$25,000 or greater, HARD agrees to comply with the City of Hayward Living Wage Ordinance, Article 14 of Chapter 2 of the Hayward Municipal Code, a copy of which is attached hereto, and incorporated herein by reference as Exhibit G.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year set forth below their respective signatures.

Hayward Area Recreation and
Park District - 1099 E Street,
Hayward, CA 94541

Dated: _____

By: _____
Paul McCreary, General Manager

Hayward Unified School District
24411 Amador Street
Hayward, CA 94544

Dated: _____

By: _____
Matt Wayne, Acting Superintendent
Hayward Unified School District
Board of Education Approved
August 10, 2016

City of Hayward
777 B Street
Hayward, CA 94541

Dated: _____

By: _____
Kelly McAdoo, City Manager

Attest: _____
City of Hayward - City Clerk

Approved as to Form:
City of Hayward - City Attorney's Office:

By: _____
Raymond Rollan, Deputy City Attorney

**WORK PROGRAM
HAYWARD AREA RECREATION AND PARK DISTRICT (HARD)**

STATEMENT OF PURPOSE

This Agreement is entered into between the CITY and the HAYWARD AREA RECREATION AND PARK DISTRICT (HARD) and the Hayward Unified School District (HUSD) in order to define the levels of participation and expectations of each Agency in continued support of the public services described in parts herein.

Part A: Matt Jimenez Community Center (MJCC) – Operations:

- 1. City of Hayward:** The City will pay up to \$178,620 to help maintain the programs, events and additional costs associated with operating a community center (including program staff, communications (phone, alarm, internet access, etc.), PG&E, building repair and maintenance, operation supplies, custodial services, waste management services, water, and other indirect administrative costs required to operate MJCC events, programs and services as described in Part A. 2. below).

- 2. Hayward Area Recreation and Park District:** Will manage and facilitate the day-to-day operations of the MJCC facility, including all record keeping as may be required by the City and other applicable funding agents, and the provision of events, programs and services at the facility that meet identified community needs. A mixture of social, education, and recreation programming and community services that may include fee-based, reduced fee-based, and free programming will be offered in accordance with the requirements of this Agreement. The core programs that will be provided include:
 - A. After-school programs:** Will operate on Monday, Tuesday, Thursday, and Friday during the school year from 3pm to 7pm, and on Wednesdays from 1pm to 7pm (in order to accommodate early school release days); and

 - B. Summer Programs:** Will operate for school-age Hayward youth (7 yrs. to 17 yrs. of age) from 12 noon to 6pm, Monday – Friday of each week during the summer months when public schools are not in session.

Part B: Sunset Swim Center – Operations:

1. **City of Hayward:** The City will pay up to **\$9,000** to help maintain a Summer Swim Programs, including: Personnel expenses associated with Pool Maintenance Staff, Lifeguards, Instructors and Pool Managers; and related Pool Equipment, Maintenance/Repair Services, Permit Fees, Supplies, and Security costs.
2. **Hayward Area Recreation and Park District:** Will manage and facilitate the day-to-day operations of the Hayward Sunset Swim Center in accordance with related health and safety laws and regulations during the Summer Season for a minimum of 8 weeks (June 2016 to August 2016 for the first period, June 2017 to August 2017 for the second period, and June 2018 to August 2018 for the third year) and will offer the following service hours: Monday - Thursday, 9am to 7pm; Friday, 9am to 3pm; Saturday, 10am to 3pm; and closed on Sundays (Service Dates and Hours are subject to change upon mutual documented agreement between the City and HARD).
3. **Aquatic programs and services:** Will be designed to meet the aquatic needs and interests of the community and will include, but not be limited to: Open Public Swim, Swim Lessons for children and adults, Competitive Swim Lessons/Events, and other related pool programs and services. Fee-based, reduced fee-based, and free aquatic programs and services will be offered.

Part C: VOLUNTEER HAYWARD PROGRAM:

1. **Hayward Area Recreation and Park District:** Will serve as the Lead Agency for the *Volunteer Hayward!* (Program), and as such will serve as the Employer of Record for the Volunteer Coordinator position. The Volunteer Coordinator will be primarily responsible for program implementation on behalf of HARD, HUSD and the City. It is hereby mutually agreed that:
 - A. The selection of the individual employed to serve as the *Volunteer Hayward!* (Volunteer) Coordinator must be selected by, and mutually acceptable to, HARD, CITY, and HUSD, during the term of this Agreement; and
 - B. HARD will pay applicable employment taxes and employee benefits in accordance with HARD Personnel Policies and Procedures in support of a Volunteer Coordinator to carryout activities described in Section 3 below on behalf of HUSD and the City. Additionally, HARD will provide to the Volunteer Coordinator:
 - 1) Office space and associated equipment to include clerical support and volunteer support (interns, etc.).
 - 2) Office supplies and telephone and cell phone reimbursement.

- 3) Mileage reimbursement.
- 4) Use of HARD volunteer program and recording formats.
- 5) Printing of volunteer applications, flyers, and related promotional materials.
- 6) Postage and other associated overhead expenses.

C. Additionally, a HARD representative shall be appointed who will:

- 1) Serve as the direct supervisor of the Volunteer Coordinator with regard to the services provided to HARD under this Agreement;
- 2) Serve as HARD's representative on the *Volunteer Hayward!* Program Advisory and Coordination Committee;
- 3) Coordinate with HUSD and the City on the implementation of mutual Program goals, and Program goals that are specific to each agency, as outlined in Section 3 below; and
- 4) Serve as HARD's liaison between the Volunteer Coordinator and various HARD Departments/Programs as appropriate.

2. **CITY and HUSD:** The City and HUSD will, respectively, pay up to **\$33,974** in support of a Volunteer Coordinator to carryout activities described in Section 3 below on behalf of the CITY and HUSD, respectively. Additionally, a CITY and an HUSD representative shall be appointed to:

- A. Serve as the direct oversight manager to the Volunteer Coordinator with regard to services provided to the City and HUSD, respectively;
- B. Serve as the City's and HUSD's representative on the *Volunteer Hayward!* Program Advisory and Coordination Committee;
- C. Coordinate with one another and HARD on the implementation of mutual Program goals, and Program goals that are specific to each agency, as outlined in Section 3 below; and
- D. Serve as liaisons between the Volunteer Coordinator and other Departments/Programs for each respective agency as applicable.

3. Scope of Work: VOLUNTEER HAYWARD PROGRAM GOALS:

A. Mutual Agency Goals for Jointly Coordinated Volunteer Hayward Program: The Volunteer Coordinator will:

- 1) Provide equal time to each agency to develop volunteer program opportunities, related administrative procedures, and the placement of volunteers at each Agency. When appropriate and feasible, the Volunteer Coordinator will also refer volunteer applicants to other known volunteer opportunities in nonprofit service agencies serving the Hayward community.
- 2) Develop annual calendar for anchor events.
- 3) Develop consistent recruiting campaigns, strategies and marketing efforts to recruit volunteers for each agency. This includes outreach for volunteers from diverse cultures represented in the Hayward community, including communities that speak languages other than English. Also includes volunteer opportunity publication materials targeted to corporate, college and university volunteer participation.
- 4) Keep each agency's Volunteer Manuals, Brochures, Flyers and other related volunteer recruitment media, forms and materials current.
- 5) Match volunteers' skills, knowledge, interests, and availability with ongoing and special project volunteer opportunities within each agency.
- 6) Insure that each agency's volunteer policies and procedures are in accordance with applicable laws, regulations, and other legal requirements.
- 7) Provide information and technical assistance to "Site Volunteer Supervisors" in each agency as needed.
- 8) Maintain a database of vacant and filled volunteer positions within each agency, as well as related financial and volunteer records – including referral and placement information in a standardized form.
- 9) Coordinate and disseminate information regarding volunteer awards, training, and other relevant information to Site Volunteer Supervisors.
- 10) Provide an annual report, in consultation with each Agency Liaison, summarizing performance accomplishments.

- 11) Secure and coordinate the delivery of resources for the annual Adopt-A-Family, Week of Caring, Celebrity Waiter, and/or other programs/ community events as may be mutually established by all parties to this Agreement in the future. This includes outreach to corporate, small businesses, and service/community groups as appropriate to support these and other *Volunteer Hayward!* activities.
- 12) Update volunteer manual for all three agencies.
- 13) Develop and implement internship Service- Learning Program resulting in the placement of student volunteers in various departments within each agency (based on the opportunities developed within each agency), and which provides both a learning experience appropriate for the student “interns” and provides assistance to each agency in terms of carrying out programs and services to the public (without undermining, interfering with, or substituting for the duties and functions of each agency’s personnel).
- 14) Seek additional grant funding and donations of financial and other resources to supplement and expand the *Volunteer Hayward!* Program. This includes the development of proposals to each agency to implement new volunteer programs and services.
- 15) Serve on the Annual Volunteer Recognition Dinner Planning Committee and the Annual Martin Luther King Day Event Planning Committee.

B. Agency Specific Goals:

1) Hayward Area Recreation and Park District:

- a. Assist with the coordination of the district-wide Volunteer Program Administration.
- b. Establish partnerships and conduct fundraising efforts with area corporations, businesses and community groups in support of annual on-going programs and special events to include, but not limited to (the specific events are subject to change): Holiday-Adopt-A-Family, Latter Day Saints, Easter Egg Bonnet Parade, HARD Volunteer Recruitment Event, 10K on the Bay, HARD’s Liaison to Youth Commission, and other HARD sponsored events.
- c. Coordinate and assist in community outreach for other HARD sponsored programs, events, and activities as appropriate, and in coordination with, other duties performed for all parties under the AGREEMENT.

2) City of Hayward:

- a. Under the supervision of the Assistant to the City Manager/ Neighborhood Services Manager, or other assigned City personnel, assist with the coordination and implementation of the City's community engagement, emergency preparedness, and other activities as assigned.
- b. Develop and implement City and community-wide volunteer recognition activities and strategies, including: National Volunteer Week, the Annual City Volunteer Reception and Recognition Ceremony; and other volunteer related special projects and special events as assigned.
- c. Coordinate and assist in community outreach for other CITY sponsored programs, events, and activities as appropriate, and in coordination with, other duties performed for all parties under the AGREEMENT.

3) Hayward Unified School District:

- a. Under the supervision of assigned HUSD personnel, assist with the coordination and implementation of the "*Made in Hayward*" Campaign, and other future HUSD initiatives that may be developed.
- b. Establish partnerships with other community organizations and public agencies to collaborate with, and assist with the outreach and implementation of the HUSD Child Welfare and Attendance Department's Attendance Program, and other HUSD programs as assigned.
- c. Coordinate and assist in community outreach for other HUSD sponsored programs, events, and activities as appropriate, and in coordination with, other duties performed for all parties under the AGREEMENT.

REPORTING REQUIREMENTS**Part A: Matt Jimenez Community Center (MJCC); and****Part B: Sunset Swim Center:****1. Demographics - (Please report for each person served):**

- A. Number of total (unduplicated) persons served
- B. Residency of each person served
- C. For Each Hayward Resident Served:
 - 1) Racial/Ethnic (per format provided by City)

- 2) Gender
- 3) Age
- 4) Number of Hayward residents served with disabilities.

REPORTING REQUIREMENTS, Part A and Part B, continued:

2. Household Characteristics:

- A. Income Level (by categories noted below):
 - 1) low (50%-80% of Median Income)
 - 2) very low (30%-50% of Median Income)
 - 3) extremely low (less than 30% of Median Income)
- B. Number of single female heads of household with minor children
- C. Number of families with children under 18 years
- D. Size of Household:
 - 1) 5 or more
 - 2) 4 or less

3. Program Outcomes:

- A. A listing of each program component for Part A and Part B respectively;
- B. A description of program achievements; and
- C. A description of challenges experienced during the reporting and strategies developed to address the noted challenges.

REPORTING REQUIREMENTS, PART C: VOLUNTEER HAYWARD PROGRAM:

The Volunteer Coordinator will be responsible for the submission of the reporting requirements for this portion of the Agreement in accordance with the Reporting Periods described below. The content of each report shall include, but not necessarily be limited to:

1. The ***number of volunteers recruited and placed*** at each agency (i.e., HARD, HUSD and the CITY), and a description of the recruitment activities conducted;
2. A brief description of all ***Special Events*** and ***Special Projects*** conducted during the reporting period for each agency, including dates and location of each; the number of volunteers working at each event / project; and (if feasible) the number of residents participating/benefitting from each event / project;
3. The ***resource development activities conducted***, including: the fund development strategies carried out, and the amount of funds requested and received from each funding source; and

4. A brief description of the *Administrative Activities conducted*, including: any recommended policies and procedures developed pertaining to the Volunteer Hayward Program, record keeping systems developed and implemented; and a listing of submitted reports to other funding agents.

MONITORING AND EVALUATION

The CITY and /or HUSD may assign a staff liaison to visit the project site periodically to review records and observe activities. HARD will provide clients' names, addresses, and telephone numbers to designated City / HUSD liaison(s) in accordance with applicable federal laws and regulations.

REPORTING PERIODS FOR PARTS A, B, AND C:

The above reports shall be submitted at least twice a year, once after the first 6 months of operation (due by January 31 for the prior six months – July through December); and a year-end report due by August 31 for the prior 12 month period – July through June). A City and HUSD approved invoice will be submitted with each report, and payment made in accordance with Exhibit B for each service area rendered based on satisfactory performance. Alternative, mutually agreeable, reporting and payment periods may be established.

PAYMENT TERMS:

Payment will be made within 30 days of receipt of an approved invoice and performance report, in accordance with the terms and conditions of this executed Agreement.

PROGRAM BUDGETS

	<u>Description:</u>	<u>Amount:</u>	<u>Source:</u>
Part A:	Matt Jimenez Community Center: Operations Subsidy.....	\$178,620	CITY
Part B:	Sunset Swim Center.....	\$9,000	CITY
Part C:	Volunteer Hayward Volunteer Coordinator	\$33,974 \$33,974	CITY HUSD
Sub-total Paid by City to HARD:		\$221,594	CITY
Sub-total Paid by HUSD to HARD:		\$33,974	HUSD
Total Paid to HARD:		\$255,568	CITY and HUSD