

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF HAYWARD AND  
THE HAYWARD AREA RECREATION AND PARK DISTRICT**

THIS AGREEMENT FOR SERVICES (“Agreement”), dated for convenience this 1<sup>st</sup> day of July, 2019, is by and between the CITY OF HAYWARD, a municipal corporation (“City”) and the HAYWARD AREA RECREATION AND PARK DISTRICT, a California special district (“HARD”), separate and distinct from City, each of which shall be referred to as a “Party” and collectively as “Parties.”

**RECITALS**

WHEREAS, the City Council of the City of Hayward, by Resolution No. 19-103, dated May 21, 2019, indicated its intention to allocate a portion of the City's General Fund in FY 2020 to certain community programs and services operated by HARD; and,

WHEREAS, the City Council of the City of Hayward, by Resolution No. 19-063, dated April 2, 2019 has approved the expenditure of Measure B/BB Paratransit funds allocated to the City for FY 2020 by the Alameda County Transportation Commission (ACTC) for the purposes of providing origin-to-origin paratransit transportation to qualified seniors and people with disabilities residing within the Hayward service areas of City of Hayward, and the adjacent unincorporated areas that include Castro Valley, San Lorenzo, Ashland, and Cherryland; and

WHEREAS, City desires to contract with HARD for the provision of certain specified staff services at the Matt Jimenez Community Center and the Sunset Swim Center, to perform certain specified services for the Volunteer Hayward Program and the HOP Mobility Management Program and to provide Childcare Services, all as described more fully in in the Work Program, which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, payment for the services set forth in the Work Program is a permissible City expenditures of City General Fund funds and Measure B/BB Paratransit funds; and,

WHEREAS, HARD is capable of performing the services described in the Work Program and City has the financial capability to pay for such services and to perform its duties and obligations herein.

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

**AGREEMENT**

1. Scope of Service. Subject to the terms and conditions set forth herein, HARD shall provide to the City the services described the Work Program. HARD shall provide said services at the time and in the manner specified in the Work Program.

It is understood and agreed that HARD has the skills, experience, and knowledge necessary to perform the Work Program, that City relies upon the skills of HARD to do and perform HARD's work in a skillful and competent manner.

Acceptance by City of the work performed pursuant to the Work Program does not operate as a release of HARD from responsibility for the work performed. It is further understood and agreed that HARD is apprised of the scope of the work to be performed and HARD agrees that said work can and shall be performed in a fully competent manner.

2. Compensation. City shall pay HARD for the services provided on a monthly basis in the annual amounts set forth in the Work Program and the Program Budget, which is attached hereto as Exhibit B and incorporated herein. Total compensation for HARD's services and expenses shall not exceed \$337,518, unless otherwise agreed to by the Parties and documented as an amendment hereto. The City shall provide funding to HARD in accordance with all applicable regulations and procedures for amounts not to exceed the annual total compensation.

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 services rendered herein for which the City has paid HARD shall be refunded by HARD to the City within thirty (30) days of receipt of such rebates by HARD.

3. Effective Date and Term. The effective date of this Agreement is July 1, 2019 for a 14-month term, ending August 31, 2020. The City shall have option to renew or extend the Work Program, Scopes of Work B, D, and E through June 30, 2022, subject to City Council authorization of additional funding. Any such extension of the Work Program shall be documented by an amendment to this Agreement.
4. Billings. HARD shall submit monthly bills to the City describing the services performed and costs incurred during the previous month. Monthly bills shall include the following information to which such services or costs pertain: A brief description of any costs incurred and documentation for all expenditures for that billing period.
5. Reporting Requirements. HARD shall provide the City with the information and in a format consistent with the requirements as specified in the Program Reporting Requirements, which is attached hereto as Exhibit C and incorporated herein.
6. Data and Information Sharing. HARD shall furnish any and all information and reports required by City. HARD shall permit access to books, records, and accounts by City, or its representatives and employees, for the purpose of ascertaining HARD's compliance with all applicable rules and regulations, and for evaluating and monitoring HARD's compliance with the provisions of this Agreement.

- 6.1. HARD shall provide to City the names, addresses, and phone numbers, if any, of all persons served under the Work Program to be used for the sole purpose of soliciting such persons' comments relevant to the evaluation and monitoring authorized by this section. Provided further, that HARD shall have the authority to withhold such information as required by law or in cases where bona fide interests of confidentiality will be served thereby.
  
7. Employee Tax and Benefit Reporting. HARD and its officials, employees, agents, volunteers and contractors, if any, in performing the work set forth in the Work Program, shall not be considered employees of City nor entitled to any benefits provided to City employees. City shall not be responsible for the withholding of HARD employees' income tax or the provision of employment benefits as may be required by State and Federal law.
  
8. Assignment of Subcontracting. HARD shall not subcontract any portion of the Work Program without the prior written consent of City, which consent shall not be unreasonably denied, conditioned or delayed. HARD shall be fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by it. Neither Party shall transfer any interest in this Agreement (whether by assignment or novation) without the prior written approval of the other Party. 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, and any attempted violation of the provisions of this sentence shall confer no rights and shall be void.
  
9. Insurance. On or before beginning any of the services of the Work Program, HARD, at its own cost and expenses shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the City, the insurance specified in the City of Hayward General Provisions, which is attached hereto as Exhibit D and incorporated herein. HARD shall be properly insured to a minimum of having workers' compensation, comprehensive general liability, comprehensive automobile liability, and professional liability. HARD may meet the insurance requirements herein by providing proof of coverage through the California Association for Park and Recreation Indemnity ("CAPRI").
  - 9.1. HARD shall not allow any subcontractor to commence work on any subcontract until all insurance required of HARD has also been obtained from the subcontractor and provided to the City.
    - 9.1.1. Policies of insurance retained by subcontractors shall fully protect the City, HARD, and subcontractors until the completion and acceptance of Subcontractor's work, as a whole. City and HARD shall be named as additional insureds on all such policies of insurance.
  
10. Indemnification.

HARD shall indemnify, defend, and hold City, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of

action (“Claims”) arising out of any personal injury, bodily injury, loss of life, of damage to property, or any violation of any federal, State, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of HARD, its officers, employees, agents, subcontractors, and volunteers or on account of the performance or character of the work, and to pay all judgements, settlements, legal costs, adjuster fees, and attorney fees related thereto. HARD’s duty and obligation under this provision shall not apply to any Claim arising out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of HARD hereunder includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve HARD from responsibility under this indemnification provision. This indemnification shall apply whether or not such insurance policies shall have been determined to be applicable to any such Claims.

11. Non-Discrimination. 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:

11.1 Deny any service or other benefit provided under the Work Program;

11.2 Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the Work Program;

11.3 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 Work Program;

11.4 Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the Work Program;

11.5 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 Work Program;

11.6 Deny any person an opportunity to participate the Work Program 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.

11.7 In carrying out the Work Program, 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 Work Program work, and shall require all of its subcontractors for such work to incorporate such requirements in all subcontracts.

11.8 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 the Work Program. 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 program participants 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.

11.9 If reasonable accommodation of disabled employees or program participants poses an undue hardship on the operation of HARD or the Work Program, HARD may apply in writing to the City Manager for a waiver.

11.10 Nothing in the above paragraph prohibits HARD from applying for and receiving any exception or waiver available by law.

11.11 HARD shall make available to employees, program participants, and other interested persons, such information regarding HARD's nondiscrimination policies, procedures, and responsibilities, as HARD or City 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 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.

12. Termination. If, through any cause, either Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either Party shall violate any of the covenants, agreements, or stipulations of this Agreement, then the other Party shall thereupon have the right to terminate this Agreement by giving written notice to defaulting Party of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. Upon any such termination, City shall pay to HARD any outstanding amount due under Section 2, above, to the date of 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 otherwise, it shall be disclosed to, or determined by City, 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 forthwith whatever sums are so disclosed to be due to City, if any, directly related to HARD's failure to comply with the requirements herein (or shall, at City's election permit City to deduct such sums from whatever amounts remain undisbursed by City 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 forthwith whatever sums, if any, are so disclosed to, or determined by City, to be due to City directly related to HARD's failure to comply with the requirements herein. Anything in this Agreement to the contrary notwithstanding, either Party shall have the right to terminate this Agreement with or without cause at any time upon giving the other Party at least 30 days written notice prior to the effective date of such termination.

13. Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To CITY:                      City Manager  
    Attn: Kelly McAdoo  
    777 B Street, 4<sup>th</sup> Floor  
    Hayward, CA 94541-5007

To HARD:                      General Manager  
    Attn: Paul McCreary

1099 E Street  
Hayward, CA 94541

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

14. Amendments. This Agreement may be modified or amended only by a written document approved by the City Council and HARD's Board of Directors and executed by HARD's General Manager and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

15. Waiver. The waiver of either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or different provision of this Agreement.

16. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion can be reasonably interpreted to give effect to the intentions of the Parties.

17. Compliance with Laws. In the performance of this agreement, HARD shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

HARD warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statues, and practices, including but not limited to Cal/OSHA regulations.

18. Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California. Neither Party shall file an action in any Court or administrative tribunal until it has complied with the Dispute Resolution requirement set forth in Section 26, below.

19. Conflict of Interest. HARD warrants and covenants, to the best of its knowledge, that the principal provider(s) of services presently has(have) no interest in, nor shall any interest be herein acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable State, local or federal law. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code Sec. 81000 et seq.), each person shall comply with Form 721 Statement of Economic Interests filing

requirements in accordance with the City's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, the principal provider of services shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

20. Anti-Lobbying Certification. HARD agrees that no Federal appropriated funds have been paid, or will be paid by, or on behalf of, HARD, to any person for influence, 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, loan, or cooperative agreement as noted in Exhibit E.

20.1 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 Agreement, HARD shall complete and submit Standard Form LLL, "Anti-Lobbying Certification", or Exhibit E, in accordance with its instructions.

20.2 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.

20.3 HARD, and any City 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.

20.4 HARD agrees that the language in paragraph 20.1 and 20.2 shall be included in subcontracts and that all subcontractors shall certify and disclose accordingly.

21. Non-Discrimination. 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 F and, where applicable, cause its subcontractors in excess of \$10,000 to do the same.

21.1 If not already adopted, within 30 days following the date of this Agreement, HARD's Board of Directors shall adopt a resolution substantially similar to the following:

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.

21.2 In addition, the HARD 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 City.

21.3 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).

21.4 A copy of the resolution identified in Section 19.1, above, shall be submitted to City upon request.

22. Nuclear Free Hayward. Consultant agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached hereto as Exhibit G and made a part hereof.

23. Time is of the Essence. The Parties agree to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

24. Whole Agreement. This Agreement has nine pages excluding the exhibits described on its signature page. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

25. Multiple Copies of Agreement. Multiple copies of this Agreement may be executed but the Parties agree that the Agreement on file in the Office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

26. Dispute Resolution. Any dispute between the Parties in regards to the duties, obligations and responsibilities hereunder or in regards to the interpretation or enforcement of this Agreement

shall be submitted to the City Manager and HARD General Manager for resolution. If the Parties are unable to resolve the dispute, then it shall be submitted to arbitration. The Parties shall select an arbitrator from a panel of three (3) provided by the American Arbitration Association. Each Party shall bear its own costs. The decision of the arbitrator shall be binding on the Parties, except in matters where the arbitrator has engaged in willful misconduct or exceeded his/her jurisdiction. However, neither Party shall file an action in any court unless and until the arbitration has concluded and a decision rendered. Any applicable statute of limitations shall be held in abeyance during the dispute resolution process.

IN WITNESS WHEREOF, HARD, by its General Manager, has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

Hayward Area Recreation and Park District:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Paul McCreary, General Manager

City of Hayward:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kelly McAdoo, City Manager

Attest: \_\_\_\_\_  
Miriam Lens, Hayward City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Michael S. Lawson, Hayward City Attorney

- |              |           |  |
|--------------|-----------|--|
| Attachments: | Exhibit A | Work Program   |
|              | Exhibit B | Program Budget   |
|              | Exhibit C | Reporting Requirements   |
|              | Exhibit D | City of Hayward General Provisions   |
|              | Exhibit E | Anti-Lobbying Certification  |
|              | Exhibit F | Non-Discriminatory Employment Practices  |
|              | Exhibit G | Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons |

## EXHIBIT A

WORK PROGRAM  
HAYWARD AREA RECREATION AND PARK DISTRICT (HARD)

Scope of Work A: Matt Jimenez Community Center (MJCC) – Operations:

1. **CITY:** The City will pay up to **\$208,390 for work completed over fourteen months, July 2019 - August 2020**, 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). **There is no option to extend this scope of work beyond August 31, 2020.**
2. **HARD:** 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:
3. **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
4. **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.

Scope of Work B: Sunset Swim Center – Operations:

1. **CITY:** The City will pay up to **\$3,000 per month for the summer months of June, July, and August**, 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. **This agreement covers fourteen months for Scope B from July 2019 - August 2020, with the option to extend through June 2022 at the written approval of both parties.**
2. **HARD:** 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 to August) 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.

**Scope of Work C: Volunteer Hayward Program:**

1. **CITY:** The City will pay up to **\$37,128 for work completed over six months, July 2019 - December 2019**, annually in support of a Volunteer Coordinator to carryout activities described in Section 3 below on behalf of the CITY. **There is no option to extend Scope C past December 31, 2019.**

Additionally, a CITY representative shall be appointed to:

- 1.1. Serve as the direct oversight manager to the Volunteer Coordinator with regard to services provided to the City;
  - 1.2. Serve as the City's representative on the ***Volunteer Hayward!*** Program Advisory and Coordination Committee;
  - 1.3. Coordinate with HARD on the implementation of mutual Program goals, and Program goals that are specific to each agency, as outlined in Section 3 below; and
  - 1.4. Serve as liaisons between the Volunteer Coordinator and other Departments/Programs as appropriate.
2. **HARD:** 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 and the City. It is hereby mutually agreed that:
    - 2.1. The selection of the individual employed to serve as the ***Volunteer Hayward!*** (Volunteer) Coordinator must be selected by, and mutually acceptable to HARD and CITY during the term of this Agreement; and
    - 2.2. HARD and the City share in the cost of 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 HARD and the City. Additionally, HARD will provide the Volunteer Coordinator:

- 2.2.1. Office space and associated equipment to include volunteer support (interns, etc.).
  - 2.2.2. Office supplies and telephone and cell phone.
  - 2.2.3. Use of HARD volunteer program and recording formats.
  - 2.2.4. Printing of volunteer applications, flyers, and related promotional materials.
  - 2.2.5. Postage and other associated overhead expenses.
- 2.3. Additionally, a HARD representative shall be appointed who will:
- 2.3.1. Serve as the direct supervisor of the Volunteer Coordinator with regard to the services provided to HARD under this Agreement;
  - 2.3.2. Serve as HARD's representative on the *Volunteer Hayward!* Program Advisory and Coordination Committee;
  - 2.3.3. Coordinate with 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
  - 2.3.4. Serve as HARD's liaison between the Volunteer Coordinator and various HARD Departments/Programs as appropriate.
3. **Volunteer Hayward Scope of Work:** The Volunteer Coordinator shall:
- 3.1. 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, will refer applicants to volunteer listings/referral agencies and known volunteer opportunities in nonprofit service agencies serving the Hayward community.
  - 3.2. Develop annual calendar for anchor events.
  - 3.3. 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.
  - 3.4. Keep each agency's Volunteer Manuals, Brochures, Flyers and other related volunteer recruitment media, forms and materials current.

- 3.5. Match volunteers' skills, knowledge, interests, and availability with ongoing and special project volunteer opportunities within each agency.
- 3.6. Ensure that each agency's volunteer policies and procedures are in accordance with applicable laws, regulations, and other legal requirements.
- 3.7. Provide information and technical assistance to "Site Volunteer Supervisors" in each agency as needed.
- 3.8. 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.
- 3.9. Coordinate and disseminate information regarding volunteer awards, training, and other relevant information to Site Volunteer Supervisors.
- 3.10. 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 established by both parties in the future. This includes outreach to corporate, small businesses, and service/community groups as appropriate to support these and other *Volunteer Hayward!* activities.
- 3.11. Update volunteer manual for both parties to this agreement.
- 3.12. 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 agency personnel).
- 3.13. 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.
- 3.14. Serve on the annual volunteer dinner committee.

**Scope of Work D: HOP Mobility Management Program**

1. **CITY:** The City will pay up to **\$70,000** annually in support of a Mobility Specialist to carryout activities described in Section 3 below on behalf of the CITY. **This agreement covers twelve**

months for Scope D from July 2019 - June 2020, with the option to extend through June 2022 at the written approval of both parties.

2. **HARD:** Will serve as the Lead Agency for the *HOP Mobility Management Program* (Program), and as such will serve as the Employer of Record for the Mobility Specialist position. The Mobility Specialist will be primarily responsible for oversight and coordination of day-to-day operations of the Hayward Area Paratransit service on behalf of HARD and the City. It is hereby mutually agreed that:
  - 2.1. The selection of the individual employed to serve as the *Mobility Specialist* must be selected by, and mutually acceptable to HARD and CITY during the term of this Agreement; and
  - 2.2. HARD will pay the salary and benefits for the Mobility Specialist and will be reimbursed by the City within 30 days upon receipt of an invoice;
  - 2.3. HARD will provide to the Mobility Specialist
    - 2.3.1. Office space and associated equipment
    - 2.3.2. Office supplies and telephone
    - 2.3.3. Microsoft Office 365 with cloud capabilities for access to work from various sites
  - 2.4. A HARD representative shall be appointed who will
    - 2.4.1. Coordinate with the City on the implementation of mutual Program goal, and Program goals that are specific to each agency, as outlined below.
3. **Mobility Specialist Scope of Work:** The **Mobility Specialist** shall:
  - 3.1. Serve as the primary contact with HOP service providers; and
  - 3.2. Enroll, update and maintain rider records; and
  - 3.3. Respond to requests for program information from individuals and groups; and
  - 3.4. Review billing for services provided by contractors and recommend/deny payments of invoices; and
  - 3.5. Develop and implement marketing strategies and promotional materials; and
  - 3.6. Provide critical information for service and grant applications in a timely manner; and

- 3.7. Recommend and implement transportation service enhancements; and
- 3.8. Complete one (1) Annual Rider Survey, one (1) Monthly status report (ridership, etc.), and serve fifty (50) unduplicated clients annually.

**Scope of Work E: Childcare Services**

1. **CITY:** The City will pay up to **\$7,000** annually in support of a Childcare Services to carryout activities described in Section 2 below. **This agreement covers twelve months for Scope E from July 2019 - June 2020, with the option to extend through June 2022 at the written approval of both parties.**
2. **HARD:** Will provide childcare services for City Council Meetings, as needed. HARD will be primarily responsible for oversight and coordination of these childcare services on behalf of HARD and the City. It is hereby mutually agreed that:
  - 2.1. The selection of the individuals employed to serve as the childcare workers must be selected by HARD during the term of this Agreement; and
  - 2.2. A HARD representative shall be appointed who will coordinate with the City Clerk's Office on the City Council Meeting dates, times, and meeting location. CITY shall notify HARD at least by the Friday prior to the City Council Meeting dates to schedule or cancel childcare services. Childcare services from two (2) childcare workers are typically needed Tuesday nights 6:30-10:30 p.m., the first, third, and fourth Tuesday of each month, and typically occur at City Hall, 777 B Street, Conference Room 2A, second floor, Hayward, CA. Additional special meetings may also occur on Tuesday nights 6:30-10:30 p.m. the second and fifth Tuesday of each month, or on other days, times, and locations, as needed.
  - 2.3. **CHILDCARE WORKERS shall:**
    - 2.3.1. Keep children safe within the contained, designated childcare space, and shall provide supplies to engage the children during the meeting timeframe.
    - 2.3.2. Use a sign-in and sign-out sheet to track when children participate in childcare, and to ensure children are safely returned to their parent or guardian.

## EXHIBIT B

PROGRAM BUDGET  
HAYWARD AREA RECREATION AND PARK DISTRICT (HARD)

Work Scope	Description	Contract Amount	Period of Work	Option to Renew	Annual Amount
A:	Matt Jimenez Community Center: Operations Subsidy	\$208,390	July 1, 2019- August 31, 2020	No	NA
B:	Sunset Swim Center (\$3,000/month for the months of June, July, & August)	\$15,000	July 1, 2019- August 31, 2020	Through 6/30/22	\$9,000
C:	Volunteer Hayward: Volunteer Coordinator	\$37,128	July 1, 2019- Dec 31, 2019	No	NA
D:	HOP Mobility Management Program: Mobility Specialist	\$70,000	July 1, 2019- June 30, 2020	Through 6/30/22	\$70,000
E:	Childcare Services	\$7,000	July 1, 2019- June 30, 2020	Through 6/30/22	\$7,000
	<b>Total</b>	<b>\$337,518</b>			<b>\$86,000</b>

**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.

## EXHIBIT C

### PROGRAM REPORTING REQUIREMENTS

#### REPORTING REQUIREMENTS

1. Scope of Work A: Matt Jimenez Community Center (MJCC); and Scope of Work B: Sunset Swim Center:

1.1. **Demographics** - (Please report for each person served):

- 1.1.1. Number of total (unduplicated) persons served
- 1.1.2. Residency of each person served
- 1.1.3. For Each Hayward Resident Served:
- 1.1.4. Racial/Ethnic (per format provided by City)
- 1.1.5. Gender
- 1.1.6. Age
- 1.1.7. Number of Hayward residents served with disabilities.

1.2. **Household Characteristics:**

- 1.2.1. Income Level (by categories noted below):
- 1.2.2. low (50%-80% of Median Income)
- 1.2.3. very low (30%-50% of Median Income)
- 1.2.4. extremely low (less than 30% of Median Income)
- 1.2.5. Number of single female heads of household with minor children
- 1.2.6. Number of families with children under 18 years
- 1.2.7. Size of Household:
  - 1.2.7.1. 5 or more
  - 1.2.7.2. 4 or less

1.3. **Program Outcomes:**

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

2. Reporting Requirements, Scope of Work C: Volunteer Hayward Program

- 2.1. 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:

- 2.2. 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;
- 2.3. 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;
- 2.4. 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
- 2.5. 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.

### 3. MONITORING AND EVALUATION

- 3.1. The CITY 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 liaison in accordance with applicable federal laws and regulations.

### 4. REPORTING PERIODS FOR PARTS A, B, AND C:

- 4.1. 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).
- 4.2. A City 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.