

**AGREEMENT TO PROVIDE STAFF SUPPORT SERVICES FOR THE
CITY OF REDLANDS RECREATION BUREAU**

This Agreement is made and entered into this 21st day of September, 2004, by and between the City of Redlands, a municipal corporation (hereinafter "City") and Redlands Yucaipa Guidance Clinic Association, hereinafter ("RYGCA").

In consideration of the mutual promises, covenants and conditions hereinafter set forth, City and RYGCA hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF RYGCA

- 1.1 City hereby engages RYGCA to provide staff support for 10 hours per month for a period of ten months ("Services"), for City's Friday Night Teen Activities program ("Program") to be conducted at the City's Community Center, 111 W. Lugonia Avenue.
- 1.2 The Services shall be performed by RYGCA in a professional manner, and RYGCA represents that it has the skill and the professional expertise necessary to provide high quality Services for the Program at the level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of services.

ARTICLE 2 - SERVICES OF RYGCA

- 2.1 RYGCA shall provide staff support for 10 hours per month for 10 months. A work schedule will be agreed upon by Deborah Sutton, RYGCA Prevention Coordinator and Denny Sattler, Recreation Superintendent.
- 2.2 RYGCA shall assist City in preventing drug and alcohol abuse by conducting regular participant behavior evaluation intervals will be mutually established between RYGCA and City, to assess individual and social development progress. In addition to reporting monthly numbers of students served and numbers of referrals made, RYGCA will conduct pre/post behavior reduction of risk factors that impeded academic progress.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to RYGCA information in its possession that is pertinent to the performance of RYGCA's Services.

- 3.2 City designates Denny Sattler, Recreation Superintendent, to act as its representative with respect to performance of the Services.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 RYGCA shall perform the Services in a diligent manner and shall commence upon City's execution of this Agreement and shall be completed no later than June 30, 2005.

ARTICLE 5 - PAYMENTS TO CITY

- 5.1 The total funds to be provided by RYGCA to support Friday Night Teen Night activities preventing alcohol and drug use shall not exceed \$10,000.
- 5.2 City shall provide an invoice to RYGCA within ten days following the close of each month, for ten months, in the amount of \$1,000. Payments by RYGCA to City shall be made within 30 days after receipt and approval of City's invoice, by warrant payable to City.
- 5.3 All contractual notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

City

Denny Sattler
Recreation Superintendent
Recreation Bureau
PO Box 3005
Redlands, CA 92373

Redlands Yucaipa Guidance Clinic
Association, Inc.
Robin Aaron, Chief Executive Officer
1323 W. Colton Avenue
Redlands, CA 92374
Tax ID Number: 23-7030171

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bill and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 RYGCA shall maintain worker's compensation insurance and, in addition, shall maintain insurance to protect City from claims for damage due to bodily injury, personal injury and death, and claims for injury to or destruction of tangible property

while performing the Services. The public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000, and in the aggregate. RYGCA shall provide automobile liability, and, in addition, shall maintain insurance to protect City from claims for damage due to bodily injury, personal injury and death, and claims for injury to or destruction of tangible property while performing the Services. Said public liability and property damage insurance shall be in a minimum combined single limit of \$2,000,000, and in the aggregate. RYGCA shall maintain professional liability insurance in the aggregate amount of \$1,000,000 with a minimum of \$500,000 per occurrence. Automobile liability shall be in a minimum \$500,000 blanket, and \$50,000 per occurrence. City shall be named as an additional insured under all policies for public liability, property damage and comprehensive automobile liability and professional liability insurance, and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by the City. RYGCA shall provide City with certificates of insurance evidencing such insurance coverage prior to commencing the Services.

- 6.2 RYGCA shall indemnify, hold harmless and defend City and its elected officials, officers, agents and employees from and against all claims, losses, damages, charges or expense, to which it or any of them may be put or subjected to the extent that they arise out of or result from any willful or negligent act or actions, omission or failure to act on the part of the RYGCA, its contractors, its suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them maybe liable in the performance of the Services.

ARTICLE 7 - GENERAL CONSIDERATIONS

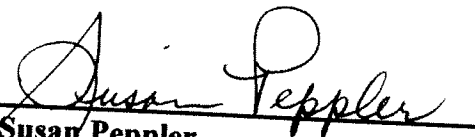
- 7.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.
- 7.2 RYGCA shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 7.3 RYGCA is for all purposes an independent contractor. All personnel employed by RYGCA are for its account only, and in no event shall RYGCA or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of or on behalf of City.
- 7.4 Nothing in this Agreement shall give RYGCA authority with respect to any City decision beyond the Services.

- 7.5 Unless earlier terminated, as provided for below, this Agreement shall terminate on June 30, 2005.
- 7.6 This Agreement may be terminated by either party, without cause, by providing ten (10) days prior written notice to the other (delivered by certified mail, return receipt requested) of intent to terminate.
- 7.7 Upon receipt of a termination notice, RYGCA shall (1) promptly discontinue all services affected, and (2) deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable), of all information and materials that have been accumulated by RYGCA in performing the Services.
- 7.8 This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties and any prior negotiations, proposals or agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and signed by City and RYGCA.
- 7.9 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the City and RYGCA have signed in confirmation of this Agreement.

City of Redlands

By:


Susan Peppler
Mayor

Redlands Yucaipa Guidance Clinic Assn., Inc.

By:


Robin Aaron
Chief Executive Officer

ATTEST:


Julie Gayser
City Clerk