

COMMUNITY PARTNERSHIPS FOR THE OPERATION OF CITY COMMUNITY CENTERS

Request for Proposals



City of Sacramento

<p>Release of RFP on City Website- August 9, 2010</p>	
<p>Pre-Proposal Meeting: August 17, 2010 at 10:00 am.</p> <p>Historic City Hall 915 I Street, 2nd Floor Hearing Room Sacramento, CA 95814</p>	<p>Proposals Due by Noon, September 3, 2010</p> <p>Historic City Hall City Clerk's Office 915 I Street, 1st Floor Sacramento, CA 95814 Attention: Dave Mitchell, Operations Manager</p>
<p>Deadline for Written Questions- August 24, 2010</p>	<p>Selection Date: September 30, 2010</p>
<p>Contact: Sylvia Fort, Program Manager Phone: 1.916.808.8381 Email: sfort@cityofsacramento.org</p>	<p>Contact: Laura Bjornsen, Recreation Superintendent Phone: 1.916.808.7533 Email: lbjornsen@cityofsacramento.org</p>
<p>Contact: Tim Hopper, Administrative Officer Phone: 1.916.808.8173 Email: thopper@cityofsacramento.org</p>	<p>Contact: Dave Mitchell, Operations Manager Phone: 1.916.808.6076 Email: dmitchell@cityofsacramento.org</p>

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REQUEST FOR PROPOSAL FOR COMMUNITY PARTNERSHIPS FOR THE OPERATION OF CITY COMMUNITY CENTERS

I. INTRODUCTION

The City of Sacramento is exploring the option of contracting with area community based organizations (CBOs) to operate up to three of our community centers and one to two rooms at a major community center located throughout the city. We believe partnering with CBOs to manage our community centers may be a viable option to keep centers open and to reduce expenses at the same time. We are considering entering into non-professional services agreements with qualified CBOs at little to no cost to the CBO in exchange for the delivery of high quality, youth activities at each site. The City anticipates entering into a non-professional services agreement for each community center.

A. Proposal

The City of Sacramento, Department of Parks and Recreation is requesting proposals from non-profit organizations that will allow a number of community centers throughout the city of Sacramento to keep their doors open. Our primary goal is to make sure that our current customers receive at least or perhaps even greater levels of service in the way of recreation and programs that will benefit the surrounding community. The next steps forward will require the work of your organization to help the City determine the best fits for our community. We need to learn about your organization through questions that will address your successes, how you will transfer that success to a neighborhood setting and how you will provide consistent qualitative management of a City asset.

Ideal candidates must be able to demonstrate their agency's viability and success by identifying: (1) years of direct community service; (2) measured results; (3) sustained partnerships; (4) financial health/funding source; and (5) fully operational board of directors.

Please carefully review and provide all details requested in this document. Your completed Request for Information (RFP) must be received by the City Clerk, City of Sacramento, Historic City Hall, 915 I Street, 1st Floor, Sacramento, CA 95814 by 12:00 PM, Friday, September 3, 2010, attention to Dave Mitchell, Operations Manager .

II. REQUEST FOR PORPOSAL

Please provide written responses for each item requested within the three categories: (1) Operations, (2) Program Services, and (3) Administrative. When applicable, please attach supporting documents and reference the appropriate category. As you gather this information, please keep in mind you will need to articulate your current operation, as well as explain your plan to meet City operational requirements of community centers. Submit responses (8 copies) to the Department of Parks & Recreation to the address listed in Section I.

III. OPERATIONS

Overview of Organization's Current Operations:

- Agency detail (# of employees, # of operable sites, years of service, other necessary details)
- Listing of key management/operational staff and their qualifications and certifications
- Description of facility management history: Describe the current facilities in which you operate. Do you lease or own them? What is your experience managing facilities that are open to the public?

Operational Requirements: Please describe in detail your plan to meet the following minimum operational requirement, including your staffing plans.

Minimum Operations Requirements:

- Open/Close/Secure facility
- Reporting suspicious or illegal behavior
- Reporting of graffiti/vandalism
- Provide interior janitorial service and maintenance
- Reporting of outside facility maintenance needs to the City in a timely manner

Special Provisions:

- The City of Sacramento will not be responsible for the maintenance and upkeep of the facilities.
- The City would like a capital repairs account to be setup to provide for maintenance and upkeep of the facility.
- The City of Sacramento may pay utility costs, not to exceed the average bill for the last two years, but would like the non-profit to consider paying these costs if possible.
- Agreement will include, but not be limited to, outline of boundaries, condition of the building and fixed equipment, utilities, responsibilities for what types of repairs (minor/major), IT/Security systems, false alarm payments (if any), janitorial, any kitchen use, signage, ability to rent out/sublet, compliance with applicable laws (local, state, federal).

IV. PROGRAM SERVICES

Community Centers to be included in this RFP:

- Elmo Slider Clubhouse at Max Baer Park
- Robertson Community Center
- Southside Clubhouse
- 2 Rooms at George Sim Community Center
- You may submit a RFP for any or all centers. Please indicate what center(s) you are considering in your response
- See attached Fact Sheets for these centers

Overview of Organization's Current Programs:

- Agency detail (description of your program(s)/services, # of programs and participants, hours of operation, ages served, years of service, and any other information relevant to your programs/services)
- Listing of key programmatic staff and their qualifications and certifications
- Program partnerships and accomplishments

RFP Requirements: Please describe in detail your plan to meet the following minimum programming requirements, including your staffing plans.

Minimum Service Requirements: Community partners must ensure the same or greater levels of public access and recreational/enrichment activities to be eligible for City partnership. Detail how you meet the minimum or greater service requirements in your response. Address all areas in Section VII.

V. ADMINISTRATIVE

Financial Status:

- Detailed financial statements (Income/Expense/Balance Sheet)
- Most recent tax return
- Identified funding sources for operation of the City community center: The majority of Youth participation in public access recreational activities at the center should be free of charge. Please describe your funding sources to deliver services at no cost to participants. Preference will be given to those that best meet this objective.

Current Insurance & Liability: The prospective organization shall provide a summary of the firm's insurance coverage for Comprehensive General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance.

Corporate Information:

- The list of your Board of Directors, including leadership and contact information for each member
- A copy of your articles of incorporation and governing bylaws

Ongoing Reporting Requirements: Participating organizations will be required to meet the following reporting requirements:

- Annual CPA or City reviewed financial statements/ 1099
- Recognized 501(c)(3) tax-exempt organization in good standing
- Quarterly Report of Operations; Program Outcomes; Accomplishments
- Periodic Facility Inspections and quality assurance monitoring

These reporting requirements will be included in the leases between the City and each participating organization. In your response to the RFP, please acknowledge your understanding of these reporting requirements.

Insurance & Liability Requirements: Participating organizations will be required to meet City of Sacramento insurance and liability requirements set forth in the City's standard non-professional services agreement (attached as Attachment C).

Department of Justice (DOJ) clearance: Department of Justice (DOJ) clearance for all volunteers and employees working with children: all employees and volunteers who have been convicted of an offense listed in Public Resources Code section 5164 are prohibited from performing services in a position having supervisory or disciplinary authority over any minor. Since the City is required to meet these operating standards, the Department of Parks & Recreation will be available to work with community organizations to answer questions to fulfill the following:

- All organizations must submit fingerprints in a manner authorized by the DOJ and that proof of such DOJ clearance must be provided to the City PRIOR to volunteers or employees working at the site
- Agencies shall not permit any volunteer or employee to come in contact with children until the DOJ has ascertained that they have not been convicted of an offense listed Public Resources Code section 5164
- Agencies shall provide a list of names of its volunteers and/or employees who may come in contact with children and certify that those who may have supervisory or disciplinary authority over any minor

In your response to the RFP please acknowledge your understanding of these insurance and liability requirements.

VI. TENTATIVE SELECTION SCHEDULE

1. RFP Release- August 9, 2010
2. Pre-proposal Meeting- 10:00 AM to Noon, August 17, 2010. Deadline for questions on the RFP- August 24, 2010
3. Submissions due by Noon- September 3, 2010
4. Selection of preferred organizations- September 30, 2010
5. Agreement start- November 1, 2010

VII. EVALUATION CRITERIA

The following criteria will be utilized in the evaluation of the proposals:

- Organization based within the City of Sacramento
- Experience/Qualifications – includes consulting experience with local government agencies on similar projects including needs assessments; qualifications of the firm, experience, indicating a broad range of capabilities, and financial stability; previous contracting experience with governmental entities; experience and training of individuals to be assigned to the project; ability to meet project requirements as specified.
- Methodology/Approach of Work – includes project approach; innovative concepts; staffing availability; quality assurance procedures; deliverables in a timely manner.
- Pricing – including any cost savings ideas or measures; i.e. utilities and/or rent; capital reserve account for maintenance and upkeep of facilities.

- Other – includes project schedule; client references; location and accessibility of staff.

Proposals will be ranked as follows:

CRITERIA	POINTS
Organization located in City of Sacramento	100
Experience/Qualifications	250
Methodology/Approach of Work	250
Ability to pay rent and/or utilities; ability to setup a capital repairs account for maintenance and upkeep of facilities	150
Ability to meet project requirements as specified	150
Other	100
Total Possible Points	1000

VIII. SELECTION PROCESS

The City's Selection Committee will be composed of various members directly and/or indirectly involved with this project. See Attachment B for General Information for details regarding the selection process.

Attachment A

GUIDELINES FOR PREPARING A STATEMENT OF QUALIFICATIONS FOR ORGANIZATIONS

INTRODUCTION

These guidelines were developed to standardize the preparation of qualification statements. The purpose of these guidelines is to help assure consistency in format and content of statements that are prepared by consultants and submitted to the City. This process will reduce the time required for the organizations to prepare a qualification statement and will simplify the review process by City personnel.

The qualification statement should contain the following information in the order listed:

1. Introductory Letter
2. Qualifications and Experience of Firm and Key Team Members
3. Ability to Provide Identified Services in a Timely Manner
4. Insurance Coverage
5. Supportive Information/References

RECOMMENDED DETAIL

Note: All references to the maximum number of pages are to single-sided pages.

1. Introductory Letter (2 pages maximum).

The introductory letter should be addressed to:

City of Sacramento
Department of Parks and Recreation
Attention: Dave Mitchell
915 I Street, 5th Floor
Sacramento, CA 95814

Indicate the name of the organization submitting the proposal, its mailing address and telephone number, and the name of the individual submitting the proposal. This letter should contain a statement of the partner's basic understanding of the RFP. This

should be based on existing information available in the Request for Proposal. This letter should also contain an expression of the organization's interest in the work, a statement regarding the qualifications of the organization to do the work, and any summary information that may be useful or informative to the City.

NOTE: Along with the introductory letter, the consultant should indicate his/her acceptability of the terms and conditions of the City's standard non-professional services agreement contained in Attachment C "Sample Agreement." Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the City. The City will not consider changes to the agreement once the selection process has been completed.

2. Qualifications and Experience of Firm and Key Team Members (6 pages maximum):

Describe the organization's knowledge and identify the key individual that will be acting in the capacity of the project manager. Include any organization chart that indicates the key team member and their supervisor and subordinates.

Identify the key individuals along with their qualifications and experience as related to the described services. The experience of the team on similar or related projects should be included. Describe the responsibilities of key members and how the team will interact. It is desirable that the partner and key team members have satisfactorily performed as a project team in similar types of projects in the last five years.

The key individuals listed in the organization chart should have the names, titles, and current telephone numbers of three work related personal references. References will be contacted as part of the selection process. Agency project managers or other responsible individuals who have recent direct working experience with the proposed key individuals are strongly recommended as references.

3. Ability to Provide Identified Services in a Timely Manner (4 pages maximum)

Describe how the organization will begin services when contacted by the City, and how soon services could be expected to begin. Describe previous experience/references for providing services on similar or related projects. Provide any other information that may assist the City in evaluating the ability, flexibility, and responsiveness in providing quality future required services in a timely manner.

Describe the organization's approach to meeting the time schedule and staying within the project budget. Provide any other information that may assist the City in evaluating the ability, flexibility, and responsiveness of the firm in providing quality services in a timely manner.

4. Insurance Coverage

The prospective CBO shall provide a summary of the organization's insurance coverage for Comprehensive General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance.

5. Supportive Information/References (6 pages maximum)

This section should describe work that is similar in scope and complexity to the types of projects described herein that the organization has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the organization are highly recommended.

Attachment B

GENERAL INFORMATION

1. Organization Selection Process

The selection process is described below.

- A. After the period has closed for receipt of information statements, each statement will be opened and examined to determine compliance with the format requirement specified in the Request for Proposal (RFP). Any proposal that does not meet the format or other requirements will be eliminated from competition and returned to the organization. The City may reject any information statement if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in an information statement. Waiver of an immaterial deviation shall in no way modify the RFP documents.
- B. Each information statement that meets the format requirements will be reviewed by a Selection Panel (SP). SP members will individually evaluate each information statement in accordance with the written criteria contained herein.
- C. Following independent evaluation, information statements that do not attain the minimum required material (if established) would be eliminated from competition and the organizations will be notified in writing.
- D. The top three to four rated firms will be requested to participate in an interview.
- E. All competitors will be notified of the results.

2. Late Submittal

The RFP is late if received at any time after the required submittal date and time. A RFP received after the specified time will not be considered and will be returned to the consultant.

3. Modification or Withdrawal of Submittal

Any RFP received prior to the date and time specified for receipt of RFP may be withdrawn or modified by written request of the organization. To be considered, however, the modified RFP must be received by the time and date specified.

4. Written Questions

Written questions concerning the RFP shall include the individual's name. The name and address of the firm must reference this RFP. Questions should be mailed to the following address:

City of Sacramento
Department of Parks & Recreation
915 I Street, 5th Floor
Sacramento, Ca 95814
Attn: Dave Mitchell, Operations Manager

Responses to all written questions received will be mailed to each individual or firm receiving this RFP.

5. Signature

The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the prospective consultant contractually. An unsigned RFP or a signature by an unauthorized individual will result in rejection.

6. Insurance

The organization shall provide a summary of the their present and proposed insurance coverage (comprehensive general liability, professional errors and omissions, automotive liability, and workers' compensation) for the agreement(s), if any, entered into pursuant to this RFP. Minimum limits of coverage are as follows:

Comprehensive General Liability	\$1,000,000 combined single limit
Automotive Liability	\$1,000,000 combined single limit
Worker's Comprehensive	(in accordance with State laws)
Professional Liability (Errors & Omissions)	\$1,000,000 combined single limit

Prior to commencement of any work described in the Scope of Services of the agreement(s), a certificate of insurance shall be furnished stating the following:

- A. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the City.
- B. That the City will not be responsible for any premiums or assessments on the policy.

The organization shall agree that the bodily injury liability insurance provided herein will be in effect at all times during the term of the contract. In the event said insurance

coverage expires during the term of the contract, the organization agrees to provide a new certificate of insurance at least 30 days prior to the expiration date. The new certificate must provide similar insurance coverage for the span of at least one year no less than the term of the contract. New certificates of insurance are subject to approval by the City. In the event the consultant fails to maintain insurance coverage at all times as herein provided, the City reserves the right to terminate the contract.

7. Property Rights

A RFP received within the prescribed deadline becomes the property of the City, as do all the rights of the contents within.

8. Confidentiality

Proposals submitted in response to this RFP shall be made available in response to an official request for public inspection after the proposal evaluation process is complete, in accordance with the California Public Records Act. Any attempt to render all or portions of the RFP confidentiality will be regarded as non-effective and be disregarded.

9. Amendments to Request for Information

The City reserves the right to amend the RFP by addendum prior to the final RFP submittal date.

10. Non-Commitment of City

This RFP does not commit the City to award a contract or pay any costs incurred in the preparation of a RFP for this request. The City reserves the right to accept or reject any or all RFPs received as a result of this request. The City also reserves the right to negotiate with any qualified firm, and to modify in any way or even cancel the RFP if it is in its best interest to do so.

11. Execution of Contract

Should this RFP result in recommendation for an award of a contract, the contract will not take affect until it is approved and fully executed by the City.

12. Public Domain

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

ATTACHMENT C

PROJECT #:
PROJECT NAME:
DEPARTMENT:
DIVISION:

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation (“CITY”), and

Name of Contractor
Address
Phone/Fax

(“CONTRACTOR”), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- | | |
|--|----------------------------------|
| Invitation to Bid | Workers Compensation Certificate |
| Instructions to Bidders | Contractor’s Bid Proposal Form |
| Certificate(s) of Insurance | ESBD Program Statement |
| Drug-Free Workplace Policy and Affidavit | Technical Specifications |
| Declaration of Compliance (Equal Benefits Ordinance) | |
| Declaration of Compliance (Living Wage Ordinance) | |

B. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefore. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager’s authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

- C. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- D. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- E. **General Provisions.** The General Provisions set forth in Exhibit D that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.
- F. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
- G. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- H. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- I. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: Gus Vina, Interim City Manager

APPROVED TO AS FORM:

City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* _____)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: _____

Address: _____

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.

8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: _____

Print name: _____

Title: _____

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: _____

Address: _____

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be

deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title

Attachment D





George Sim Community Center

6207 LOGAN STREET, 95824






George Sim Community Center, expanded and renovated in 2009, offers Room 200 and the Resource Room (with office) for educational and recreational programming opportunities. Both rooms are available for occupancy beginning November 2010.

<p>Approximate Square Footage of Rooms & Green Space Acreage</p> <ul style="list-style-type: none"> ❖ Square Footage of Rooms = approximately 860 sq. ft. ❖ Green Space Acreage = approximately 13.51 acres <p>Minimum Service Requirements:</p> <ul style="list-style-type: none"> ❖ Open 4 days per week ❖ Open min. 6 hours per day ❖ Family & Youth Resources ❖ Summer Food Program 	<p>Room(s) Amenities</p> <ul style="list-style-type: none"> ❖ Tables & Chairs – <i>Both Rooms</i> ❖ Enclosed Offices – <i>Resource Room</i> ❖ Counter Top with Sink – <i>Room 200</i> <p>Park Site Amenities</p> <ul style="list-style-type: none"> ❖ Playground ❖ Picnic Tables & Gazebo ❖ Basketball Courts ❖ Jogging Trail and Fitness Stations ❖ Matt Cain Jr. Giants Ball Field* *(by permit only) 	<p>SCUSD Schools in the Area:</p> <ul style="list-style-type: none"> ❖ Elder Creek ❖ Earl Warren ❖ Camellia Basic ❖ Will C. Wood
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Southside Clubhouse

2051 6th STREET, 95818



Southside Clubhouse is located in Southside Community Park (midtown) and has the only exceptionally accessible playground in Sacramento featuring recreational opportunities for children of varying abilities. The clubhouse is available for occupancy beginning November 2010.

Approximate Building Square Footage

- ❖ 2,000
- ❖ 3 Activity Rooms = approximately 600 sq. ft. each

Green Space Acreage

- ❖ 19.2 acres

Minimum Service Requirements:

- ❖ Open 5 days a week
- ❖ Open minimum 4 hours daily
- ❖ Youth & Teen Programming
- ❖ Summer Food Program

Clubhouse Amenities

- ❖ Kitchenette
- ❖ 3 activity rooms
- ❖ Reception area with counter
- ❖ Restrooms

Park Site Amenities

- ❖ Accessible Playground
- ❖ Picnic Tables
- ❖ Bandstand/Stage
- ❖ Southside Lake w/accessible fishing piers
- ❖ Tennis Courts
- ❖ Basketball Courts

SCUSD Schools in the Area:

- ❖ Success/CHES Academy
- ❖ Met Sacramento
- ❖ William Land
- ❖ Crocker/Riverside
- ❖ McClatchy
- ❖ Jedediah Smith
- ❖ California



City of Sacramento
Department of Parks and Recreation



Robertson Community Center

3525 NORWOOD AVENUE, 95838



Robertson Community Center offers versatile programming opportunities and outdoor recreation space. Features include a large multipurpose room with kitchen, craft room with kiln, weight room, game room, and office with reception area. This community center is available for occupancy beginning November 2010.

Approximate Building Square Footage

- ❖ 13,500 sq. ft.

Green Space Acreage

- ❖ 9.18 Acres

Minimum Service Requirements:

- ❖ Open Mon-Sat, 10 am – 8 pm
- ❖ Youth & Teen Programming
- ❖ Senior Programming Desirable
- ❖ Summer Food Program
- ❖ Coordination w/Existing Tenants Occupying One Room

Center Amenities

- ❖ Multipurpose Room
- ❖ Full Service Kitchen
- ❖ Weight Room
- ❖ Office w/Reception Area
- ❖ Open Courtyard Design

Park Site Amenities

- ❖ Playground
- ❖ Picnic Tables
- ❖ Soccer & Ball Fields
- ❖ Skate Park
- ❖ Basketball Courts (6)
- ❖ Green Open Space

SCUSD Schools in the Area:

- ❖ Glenwood
- ❖ Morey Avenue
- ❖ Fairbanks
- ❖ Martin Luther King, Jr.
- ❖ Noralto
- ❖ Las Palmas Center
- ❖ Del Paso Heights



City of Sacramento
Department of Parks and Recreation



Elmo Allen Slider Clubhouse

7851 35TH AVE, 95824



Elmo Slider Clubhouse at Max Baer Park offers versatile programming opportunities, outdoor recreation space, and offices. Features include a multipurpose room, indoor & outdoor restrooms, and an enclosed outdoor patio. This clubhouse is available for occupancy beginning November 2010.

Approximate Building Square Footage & Green Space Acreage

- ❖ 1 Multipurpose Room = approximately 800 sq. ft.
- ❖ Green Space Acreage = approximately 4.05 acres

Minimum Service Requirements:

- ❖ Open 4 days per week
- ❖ Open min. 4 hours per day
- ❖ Youth & Teen Programming
- ❖ Summer Food Program

Clubhouse Amenities

- ❖ Multipurpose Room
- ❖ Full Size Appliances & Sink
- ❖ Accessible Indoor Restroom
- ❖ Two Outdoor Restrooms
- ❖ Shaded Enclosed Patio
- ❖ Two Enclosed Offices

Park Site Amenities

- ❖ Playground
- ❖ Shaded Picnic Tables
- ❖ Skate Park
- ❖ Basketball Courts
- ❖ Soccer & Ball Fields

SCUSD Schools in the Area:

- ❖ Elder Creek
- ❖ Earl Warren
- ❖ Joseph Bonnheim
- ❖ Camellia Basic
- ❖ Will C. Wood



City of Sacramento
Department of Parks and Recreation