

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA
AND THE SAVE OUR YOUTH (SOY)
FOR JOINT CITY/SOY RECREATIONAL
PROGRAMMING OPPORTUNITIES**

This Memorandum of Understanding ("Agreement"), entered into this 1st day of _____, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and the SAVE OUR YOUTH (SOY), to establish joint programming opportunities for the benefit of youth in Costa Mesa.

MISSION STATEMENT

It is the stated goal of this Agreement to have a working partnership between the City and SOY so as to provide positive recreational and arts opportunities in a safe, secure and accessible environment for all youth in the community.

RECITALS

Whereas, City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

Whereas, SOY is a charitable non-profit organization located in Costa Mesa, California, and is organized and exists pursuant to the laws of the State of California.

Whereas, SOY was established in 1993, and was founded through the hard work and steadfast vision of parents on the Westside of Costa Mesa who believed in providing teenagers an alternative to gangs.

Whereas, SOY serves low-income and at-risk youth and provides a safe and welcoming space for teens to find hope, to nourish a sense of self and an ability to grow, and to develop interests and skills to become productive members of society.

Whereas, the City is committed to providing programs and services in an equitable manner that enrich the lives of its youth and whose desire it is to expand its services to reach as many youth as possible.

Whereas, SOY has requested assistance from the City to provide recreational programming to the participants at the center to complement the services currently provided to the youth and teens. (Programs are described in Section 2 and are referred to collectively as the "Programs").

Whereas, City employs recreational leaders/specialists that are trained and equipped to lead recreational activities for youth and teen participants in the community and the City is willing to provide similar services to SOY participants according to the terms in the manner provided in this agreement.

Whereas, the City and SOY are joining together in a collaborative effort to provide recreational programs to the youth and teens in the community, and will create programming opportunities that can be mutually beneficial to SOY participants and the community. The Recreation Leader/Specialist assignments will be defined by both the City and SOY, and include but are not limited to sports and athletic programs, creative arts programs, theater and cultural arts programs, and educational programs.

Whereas, SOY is located in Districts 4 and 5 which have been identified as having insufficient open space and park amenities, and such a partnership would enable access to City facilities and services providing additional recreational opportunities.

Whereas, this partnership will also help increase the City's eligibility for grant opportunities that will support the shared values between the City and SOY to provide educational, cultural and athletic opportunities to all youth in Costa Mesa.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and SOY agree as follows:

1.0 TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 15, 2024, with an option for an additional two (2) year term, provided both parties are in agreement and unless previously terminated as provided herein.

2.0 CITY SERVICES

2.1 Services - General. The program shall consist of the City providing a Recreation Leader and a Recreation Specialist employed by the Costa Mesa Parks and Community Services Department ("CMPCSD") to the function of joint programming with SOY. City staff members shall perform services under the supervision of the Recreation Supervisor and Parks and Community Services Director. The type and manner of performance of the Services should promote the values of the Parks and Community Services Department with an emphasis on equity, safety and collaboration.

2.2 Services – Responsibilities City will perform the following services:

- (a) Establish and maintain a liaison between SOY personnel and the Parks and Community Services Department.
- (b) Serve as a resource to SOY staff, members, and participants on recreation related programs, activities, and cultural experiences.
- (c) Provide support to SOY for recreational programming including but not limited to materials, supplies, and staffing as determined by the City Manager.

- (d) Assign one Senior Recreation Leader and two Community Services Leader IIIs to SOY for the purpose of providing programming opportunities at the SOY facility and/or City facilities for applicable recreation and cultural opportunities for the youth and teens that participate in the SOY program.
- (e) The Senior Recreation Leader/Leader IIIs will spend approximately 20 hours per week developing and implementing these programs with the help of SOY staff and participants at locations determined by both parties.

2.3 Services - Discretionary City may, in the sole discretion of the City Manager or her designee, perform the following services:

- (a) Interact with SOY Director, staff, and participants to create a request list of programs and activities.
- (b) Develop program content that includes a variety of subject matters to engage youth and teens in positive recreation and cultural opportunities, including the purchasing of required materials and/or solicitation of necessary services for those related opportunities.

2.4 Services – Facilities City may, at the discretion of the City Manager, authorize the use of City facilities for the purposes of the above listed programs at no-cost to SOY, provided the requested programming is supervised by City staff. These facilities include but are not limited to:

- Balearic Community Center
- Costa Mesa Senior Center
- Downtown Aquatic Center
- Downtown Recreation Center
- Downtown Teen Center
- Jack Hammet Sports Complex
- Lion’s Park Luke Davis Field
- Norma Hertzog Community Center
- TeWinkle Skatepark
- TeWinkle Sports Complex

The aforementioned facilities will need to be requested and scheduled in advance of the requested program to ensure no conflicts with existing user groups and the Field Use Allocation Plan.

2.5 Services – Transportation As the City has in its fleet passenger vans that can be used to transport up to 15 passengers, the City would provide transportation to and from selected destinations. These trips shall be scheduled with staff in advance of the excursion, and will require certified staff to drive the vans. All excursions will be single day activities, with no overnight stays included.

3.0 SOY DUTIES

3.1 Staff Liaison SOY will designate a staff member to meet with the Recreation Specialist and Recreation Leader on a periodic basis to identify the needs of the youth and teens in the program. These meetings can include youth and teens, and incorporate a multitude of discussion points, as well as members of other non-profit organizations and volunteer groups. The liaison and the meetings are intended to be mutually interactive, and provide opportunity for input from all parties involved.

3.2 SOY Personnel - Cooperation SOY personnel shall cooperate with the Recreation Specialist and Recreation Leader to facilitate the performance of Services pursuant to this Agreement.

3.3 SOY Facilities SOY will provide access to the CITY staff for the purposes of meeting, planning, and preparing for activities, along with the necessary space to perform the activities. Facilities can include classrooms, outdoor athletic areas, or any other space included in the SOY facility. Access to the space must be reasonable and in line with the programming opportunities identified in this agreement.

4.0 OPERATIONAL PROCEDURES

4.1 City Staff The Recreation Specialist and Recreation Leader will perform his/her duties in their approved City staff uniforms, unless otherwise dictated by the program or activity with which they are performing. This uniform will include their City of Costa Mesa Identification Card, which should be on their persons at all times.

4.2 Services — Timing City shall schedule each staff member for 10-20 hours per week, with approximately half of that time spent on actual programming with participants. Program hours will vary based on the type of program/activity, seasonality, and the needs of the community.

However, in the event of a declared disaster or other emergency, including a financial crisis (e.g. recession or economic downturn) the City has the sole authority to suspend priority staffing services as needed to address the exigent circumstances.

5.0 FUNDING

5.1 Financial City shall provide Recreation Leaders/Specialists for the Services outlined in this Agreement in accordance with City's employment procedures and conditions.

5.2 Funding of Personnel City, in its sole discretion, shall determine which staff will be assigned to perform the services. The City will track all costs associated with the provision of staff including hours, both regular and overtime, as well as materials, supplies, and contract services costs. These costs will be provided to City Council and SOY on an annual basis for the duration of the agreement. Nothing in this agreement precludes the City from making staffing changes, as needed, to address budget shortfalls or contingencies that may arise in the future.

5.3 Funding - Supplemental Services SOY may request in writing that City provide additional staffing and/or services (services in addition to those performed during the normal programming), to assist with other SOY sponsored opportunities and/or programs. City may use its best efforts to provide the requested services; however, these supplemental services shall be considered on a case by case basis, and will require at least 6 weeks prior notice when scheduling or requesting support.

6.0 SPECIAL PROVISIONS

6.1 Selection of Staff The Parks and Community Services Director will determine those individuals best suited for the assignments and advise SOY of the eligible candidates. The Director will consider input from the SOY Director as to the selection of staff, however the Director shall have sole discretion in their selection.

6.2 Policy and procedures The Recreation Leader/Specialist shall not supplant or alter the existing SOY personnel headcount.

6.3 Grant Administrative Requirements The City and SOY will be responsible for their own respective budgets, including funding all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management. The City and SOY should seek grant funding opportunities where both entities apply for grant opportunities as co-applicants to further bolster available funding for these programs.

7.0 TERMINATION

SOY or City may terminate this Agreement without cause any time, by giving thirty (30) days' written notice to the other party. City shall continue to provide Services after notice to terminate and during the thirty (30) day notice period, unless SOY, in the notice, agrees that City need not perform Services. The notice shall be deemed given when personally delivered to the SOY or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this Agreement.

8.0 INDEMNIFICATION

8.1 SOY Obligations SOY agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with SOY's negligent performance of this Agreement. SOY assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

8.2 City Obligations City agrees to defend, indemnify and hold harmless SOY, its officers, agents, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of SOY.

9.0 ASSIGNMENT

This Agreement may not be assigned or transferred by either Party without the express written consent of the other Party.

10.0 NOTICE/REPRESENTATIVES

The City and SOY have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement.

CITY: Parks and Community Services Director
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

DISTRICT: Save Our Youth (SOY)
2045 Meyer PI Building E
Costa Mesa CA, 92627

11.0 NO THIRD PARTY BENEFICIARIES

This Agreement, including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

13.0 ATTORNEYS' FEES

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

14.0 GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

15.0 AMENDMENTS

Only in writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

16.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA:

By: _____
Mayor

Date: _____

By: _____
City Manager

Date: _____

SAVE OUR YOUTH (SOY):

By: _____
Executive Director

Date: _____

ATTEST:

City Clerk
City of Costa Mesa

Date: _____

CITY: APPROVED AS TO FORM:

CITY: APPROVED AS TO CONTENT:

City Attorney
City of Costa Mesa

Parks and Community Services Director
City of Costa Mesa

SOY: APPROVED AS TO FORM:

Chief of the Board
Save Our Youth (SOY)

Date: _____