

RESOLUTION NO. 2068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE SALINAS COMMUNITY YMCA
FOR RECREATIONAL SERVICES

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby, authorized and directed for and on behalf of the City Council of the City of Soledad, to execute with the SALINAS COMMUNITY YMCA ("YMCA"), an agreement for Recreational Services in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting held on the 12th day of February, 1991, by the following vote:

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers. None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a California municipal corporation (variously referred to herein as "CITY" and as "CITY OF SOLEDAD"), and SALINAS COMMUNITY YMCA ("YMCA"), as follows

RECITALS.

A. CITY intends to continue a city recreation program, and YMCA has advised CITY that it has the capability of assisting CITY in continuing the establishment and operation of a municipal recreation program, as hereinafter set forth, and has asked CITY to make a grant to YMCA of funds in the amount hereinafter set forth. The parties wish to keep the cost of the recreation program affordable to its users, and to provide a recreation program with sufficient flexibility so that all programs will be cost effective, and at the same time meet the recreational needs of the community. The parties intend that recreation programs will be open to persons who are residents of Monterey County, California, but that they will primarily serve the CITY OF SOLEDAD's residents. Operation of the programs will begin in February, 1991, and continue through February, 1992.

B. The parties believe that public welfare of the residents of CITY will be promoted by the operation of recreation programs, and the operation of such programs is within the stated purposes of YMCA.

C. YMCA has requested that CITY make a grant to it of funds in the amount of Ten Thousand Dollars (\$10,000) to defray the cost of providing services

D. YMCA recognizes that these grant funds are public funds, and that they must be used only for public purposes. It is the intention of the parties that the funds shall be furnished upon the terms and conditions herein provided, in order to assure that the public purpose requirement is met

AGREEMENT

For and in consideration of the promises herein exchanged it is agreed by and between the parties as follows

1. CITY shall pay a grant to YMCA in the amount of Ten Thousand Dollars (\$10,000), payable subject to the following schedule

| | | |
|-------------------|---------|----------|
| February 19, 1991 | | \$ 5,000 |
| May 10, 1991 | | \$ 2,500 |
| August 19, 1991 | | \$ 2,500 |

Said funds shall be used by YMCA for the purposes as set forth herein. Within thirty (30) days after receipt of any amount as set forth in this paragraph, YMCA shall, upon request by CITY, advise CITY when and to whom such funds are to be paid.

2. YMCA agrees to provide services for recreation programs for the CITY OF SOLEDAD beginning February 15, 1991 and continuing until February 15, 1992, which services shall consist of the following promotion of programs, payment of administrative fees, advice, supervision, staffing, purchases of recreation supplies, and paying facility rental, and for the admission of needy participants who are unable to pay program

fees. A description of the programs to be provided under this agreement is attached as "Exhibit A" and by reference made a part hereof.

3 YMCA shall carry a policy of liability insurance during the term of this agreement, with CITY named as an additional insured. Said policy shall be with an insurance carrier authorized to do business in the State of California, with bodily injury and property damage liability limits mutually satisfactory to the parties. YMCA agrees to furnish to CITY a certificate of insurance evidencing the existence of liability insurance coverage, with a provision requiring that said insurance shall not be cancelled except upon thirty (30) days' prior written notice to CITY.

4. The parties intend that the recreational program shall be flexible, and they agree to confer from time to time for the purpose of determining if programs are cost effective and are meeting the recreational needs of the community, and whether any programs should be eliminated, changed and/or other programs substituted for a particular program.

5 YMCA warrants and represents that the facilities and services provided under this agreement shall be available for use by all without regard to ethnic origin, religion or sex, or any other legally impermissible reason.

6. YMCA shall provide CITY, upon request, with names, telephone numbers and addresses of responsible persons whom CITY shall be able to contact at any reasonable time for information as to the manner and purpose for which any funds provided by CITY hereunder are used

7 This agreement may be terminated by either party at any time upon giving to the other party not less than thirty (30) days written notice of such termination.

IN WITNESS WHEREOF, the said parties have executed this agreement as of the 28th day of February, 1991

CITY OF SOLEDAD
BY: [Signature]
CITY MANAGER

SALINAS COMMUNITY YMCA
BY: [Signature]

SOLEDAD YMCA PROGRAM PROPOSAL

January

1. Prep Work

February

1. Teen Roller Skating Night
2. Reno/Lake Tahoe Trip

March

1. Men's Softball
2. Fitness Testing Days
 - a) Body Fat
 - b) General Fitness
3. Disneyland Express Trip
4. Easter Break Child Care

April

1. Men's Softball
2. Women's Softball League
3. Aerobics (Year-Round Program)
4. Giant's Baseball Game

May

1. S.F. Zoo Family Trip
2. Men's Softball League
3. Women's Softball
4. Fitness Programs

June

1. Men's Softball League
2. Youth Camping Trips

July

1. Youth Flag Football
2. Co-Ed Softball
3. Giant's Trip
4. Youth Camping Trip

August

1. Youth Flag Football
2. Co-Ed Softball
3. A's Trip
4. Youth Camping Trips

September

1. Co-Ed Softball
2. Indian Guide/Princess
3. Adult Flag Football

October

1. Co-Ed Softball
2. Adult Flag Football

November

1. Adult Flag Football

December

1. L.A. Raiders Trip
2. Vacation Day Care

Explore community need and cost of following programs.

1. Summer youth recreational drop in program.
2. Adult fitness classes/programs.
3. Summer day care programs.
4. School sports programs (Noon-time)
5. Open Gyms. Teens and adult basketball
6. Pop Warner assistance
7. Tumbling/Early Childhood Movement
8. Women's Softball League

YOUTH CAMPING PROGRAM
BEGINNING JUNE 1991

- 1 Day Camp
- 2 Camp Sequoia Lake
3. Rookie Camp
4. Junior Backpacking
- 5 Disneyland Express
- 6 Southern California
7. Waterskiing
8. San Francisco Week
9. Yosemite Bike and Hike
10. Yosemite Backpacking
11. Catalina Island