

RESOLUTION 2151

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 13th day of April, 1992, by the following vote:

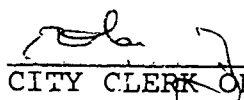
AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr , Fred Ledesma, Mayor Joe Ledesma

NOES, Councilmembers None

ABSENT, Councilmembers Mayor Pro Tem John Holguin


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

RECREATION SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California as of March 23, 1992, by and between the City of Soledad, a municipal corporation ("CITY"), and Salinas Community YMCA, ("CONTRACTOR"), who agree as follows:

1. 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.

2. PAYMENT. City shall pay Contractor for services rendered pursuant to this Agreement at the time 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 services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

3 FACILITIES AND EQUIPMENT Except as set froth in Exhibit C, Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for Agreement furnishing services pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit D are part of this Agreement. In the event

Exhibit "A"

of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or conditions shall control insofar as it is inconsistent with the general provisions.

5. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6. CONTRACT ADMINISTRATION. This Agreement shall be administered by Blair King, City Manager. ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

7. PERSONNEL. The Contractor shall assign Jesus Soto, Associate Executive Director and Robin Jones, Program Director to personally participate in the services to be provided.

8. TERM. The Term of this Agreement shall commence April 1, 1992 and shall expire June 30, 1993.

9. NOTICES. Any written notice to Contractor shall be sent to:

10. REPORTING REQUIREMENTS. The Contractor shall submit no less than quarterly a written activities report and shall be available to provide an additional verbal report to the City Council upon request. Such activities report shall include, but not be limited to, participation counts segregating Soledad residents, activities expenditures report, accounting of program fees collected, minutes of the Soledad Program Council meetings, and a log of complaints from Soledad residents.

Royce Starr, Executive Director
Salinas Community YMCA
117 Clay Street
Salinas, California 93901

Any written notice to City shall be sent to:

City Manager
City of Soledad
Post Office Box 156
Soledad, California 93960

Executed as of the day first above stated:

City of Soledad, a municipal corporation

By Joe O. Ledema
"City"

Attest: [Signature]
City Clerk

By [Signature], President of
"Contractor" Central Coast YMCA

Approved as to form:
[Signature]
City Attorney

EXHIBIT B

PAYMENT SCHEDULE

City shall pay Contractor an amount not to exceed the total sum of fifteen thousand dollars (\$15,000) for services to be preformed pursuant to this Agreement.

City shall release funds to the Contractor upon written request according to the following schedule:

April 1, 1992	\$ 7,500
January 1, 1993	<u>7,500</u>
	\$15,000

The Total sum stated above shall be the total which City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

City shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefore is agreed to in writing executed by the City Manager or other designated official of City authorized to obligate City thereto prior to the time such extra service is rendered.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City.