

**Memorandum of Understanding  
By and Between the City of Richmond and  
The Richmond Police Activities League**

This Memorandum of Understanding (MOU) is entered into as of July 1, 2023, by and between the City of Richmond (City), and the Richmond Police Activities League (RPAL) to support RPAL's implementation and ongoing viability and success.

In consideration of the mutual promises and agreements set forth herein, the sufficiency of which are hereby acknowledged, City, and the RPAL (collectively the "parties") agree as follows:

**ARTICLE I**

**MOU PROVISIONS**

Section 1.1 Scope of Services

A. The City will support the RPAL's program as follows:

1. Provide funding to the RPAL in the form of an annual grant of three hundred twenty-five thousand dollars (\$325,000.00) per year for a period of two (2) years, payable in quarterly installments of eighty-one thousand two hundred fifty dollars (\$81,250.00) beginning July 1, 2023. Said funds will be dispersed from the Richmond Police Department budget. The estimated monetary value of City participation in this MOU is approximately \$325,000 per year.
2. Provide for the installation and continued maintenance of all telephone equipment and wiring at the RPAL facility located at 2200 Macdonald Avenue, Richmond, California (Richmond Police Activities League Center).
3. Provide for the continued physical maintenance of the Richmond PAL facility.
4. Provide for continued IT support at the RPAL facility.
5. Continue an open line of communication with RPAL staff.
6. Provides for use, maintenance and upkeep of three City owned vehicles to be shared by the Richmond Police Department and other City Departments.
7. Allow the use of City property and facilities (such as Auditorium, meeting rooms, swimming pools, fields, courts, parks, and streets) on a scheduled available basis and at the non-profit rate.

8. City Liaison: Provide one Recreation Program Coordinator from the Community Services Department to the RPAL program to serve as liaison to the RPAL program and maintain a continuous relationship between the Community Services Department and RPAL. The terms of the agreement follow:
  - a. The City of Richmond agrees to pay the salary, wages, and benefits of one (1) Recreation Program Coordinator.
  - b. The Recreation Program Coordinator will have all rights and receive all negotiated increases and benefits per the SEIU Local 1021 Memorandum of Understanding.
  - c. The Recreation Program Coordinator is required to adhere to City of Richmond policies, procedures, and governing documents including the SEIU 1021 Memorandum of Understanding and Personnel Rules.
  - d. The City, via the Recreation Division, will host monthly meetings with the Program Coordinator and/or other appropriate RPAL staff to discuss existing and future programming and other items relevant to the MOU.
  - e. Upon separation of employment of the current incumbent, RPAL and the City of Richmond will reassess the need to provide a Recreation Program Coordinator successor.

B. The RPAL will provide the following:

1. **Academic Enrichment:** RPAL will provide academic services including tutoring, homework assistance and academic skills enhancement for youth in the West Contra Costa School District (WCCUSD). These activities will take place Monday through Thursday, 3pm - 6pm. Participants will spend no less than one hour per day, Monday-Thursday on math and reading programs designed to improve academic performance of participants.

RPAL will provide basic computer training to youth including keyboarding, internet search, and computer repair. Program will be provided Tuesday and Thursday from 4pm - 5pm.

2. **Mentoring:** RPAL will provide mentoring services to Richmond youth. RPAL will screen, interview, and match 40 youth with qualified mentors (one-on-one and group). RPAL will provide on-going support to mentor/mentee matches. Participants will be monitored through our case management program and will participate in a series of youth development activities including life skills training, anger management, college preparedness, and job skills development. RPAL will provide a training curriculum and ongoing training for mentors that include building rapport, cultural competency, strengthening mentor/mentee relationships, pro-social behaviors, etc. Mentors will be advocates for mentees.

3. **Audio Recording and Music Program:** RPAL will provide audio recording, engineering, musical instrument instruction and Podcast to youth ages 12-17. Youth will learn all the duties of managing a recording studio.
4. **Intramural Sports:** RPAL will offer intramural sports and activities to 300 youth yearly in partnership with Little League International, San Francisco Giants Community Fund, USA Boxing, US Tennis Association, and the Northern California Golf Association that will teach youth the fundamental of sports, sportsmanship and teamwork.

- a) **Little League Baseball:** Youth ages 5-14 will participate in Little League Baseball during the months of March-June; practice and league games will be 3 days a week at Nichol Park and community parks throughout the city. RPAL will provide the Community Services Department with a DRAFT baseball field practice and game schedule prior to November 30<sup>th</sup> of each year of this MOU. A FINAL schedule will be submitted prior to February 28<sup>th</sup> of each year of this MOU.

RPAL will also provide the Community Services Department with a complete list of all youth registered for Little League Baseball and pay the Community Services Department \$10 for every youth registered in Little League Baseball.

- b) **Junior Giants Baseball:** Immediately following Little League Baseball season youth will participate in Jr. Giants Baseball. The Jr. Giants program begins in June and lasts through August. Jr. Giants provides baseball fundamentals in non-competitive manner and includes a health, education and violence prevention component that all participants are required to complete. Jr. Giants is a flagship component of the Giants community fund and all uniforms and equipment are donated to RPAL for the season.

RPAL will provide the Community Services Department with a baseball field practice and games schedule prior to March 30<sup>th</sup> of each year of this MOU.

- c) **Basketball:** RPAL will offer league and free play basketball to youth ages 7-14. Youth learn the fundamentals of basketball while participating in RPAL travel team showcasing their talent in local basketball tournaments and conferences. Practices will be held Tuesdays and Thursdays from 4pm - 6pm.
- d) **Golf:** RPAL will offer golf to young people ages 12-17. Through a partnership with the Northern California Golf Association and the Richmond Country Club, youth are taught the fundamentals of golf. Practice takes place every Tuesday and Thursday, 4pm - 6pm. Youth

are mentored by UC Berkeley Golf Team members and RCC staff. Youth have access to over 100 golf courses to play on for \$5, offered scholarships, and attend national golf tournaments.

- e) **Boxing:** RPAL will provide boxing and fitness instruction to youth ages 7-17 and adults. Instruction is 5 days a week from 3pm - 7pm. Youth may participate if they aspire to become boxers or would like to become physically fit. Youth have the opportunity to represent RPAL and the City of Richmond at local, Regional, State and National Boxing Tournaments.
  - f) Evaluation and regular reporting to the City will be essential aspects of all RPAL programs. The RPAL will submit quarterly reports listing all donations eligible for City matching funds, describing the progress of the programs and projects outlined above, and documenting the expenditures of the grant funds.
5. **Leadership Training:** RPAL will provide leadership training and civic engagement activities for youth through the Youth Leadership Council. The objective of YLC is to help youth increase self-esteem, improve leadership skills, build healthy social skills, and participate in community activities that promote neighborhood vitality.
  6. **Richmond Police Explorer Post Coordinator:** RPAL will assist the Police Department with coordination of the Richmond Police Explorer Post. RPAL will hire a current or retired police officer to work with Richmond PD personnel with the advertisement, recruitment, selection, training, and supervision of youth, 14-20 years old, to participate in the program. These youth will receive public safety personnel training, compete in Explorer Competition throughout the State and complete community service projects in Richmond. The aim of this program is to provide pre-employment public safety training to 20 youth each year.
  7. **Summer Camp:** (Ages 7 to 13) for youth focusing on computer skills, sports and fitness, and getting kids outside during the summer months.
  8. **Allocation of Space:** RPAL will provide meeting and office space for the City of Richmond Daytime Curfew Ordinance staff and police officers for intake and the detainment of students. RPAL will allocate meeting and office space for the Richmond Police Explorer Post. RPAL will allocate space for training and meetings for City Departments on a scheduled basis.
  9. **Additional Use:** RPAL will provide roof space and electricity for the Shot Spotter erected on top of gymnasium; and provide bounce house set up, monitoring, take down and storage for several city sponsored events yearly.

10. **City Liaison:** Regular communication with City staff regarding questions, problems, or concerns throughout the duration of this MOU will be made through the Chief of Police or his/her designee, who shall be the City/RPAL liaison, and the RPAL's Executive Director. The RPAL shall correct problems or concerns to the satisfaction of City in a timely manner.

#### Section 1.2 Term

This MOU shall have a term of two (2) years and thereafter this MOU shall be terminated and of no further force or effect, except as to those provisions which expressly survive the termination of this MOU.

#### Section 1.3 Termination

City may terminate this MOU for any reason whatsoever upon one hundred eighty (180) days written notice to the RPAL of termination.

#### Section 1.4 Funding

This MOU shall be deemed executory to the extent that the monies are appropriated in the current budget of City for the purposes of this MOU and no liability shall be incurred by City or any other department of City beyond the monies budgeted and available for this purpose. The MOU is not a general obligation of City. Neither the full faith and credit, nor the taxing power of City is pledged to the payment of any amount due or to become due under this MOU. It is understood that neither this MOU nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the MOU beyond those monies appropriated in the current budget for the purposes of this MOU. Notwithstanding anything to the contrary contained herein, City represents and warrants that monies have been duly appropriated in the current budget for the purposes of this MOU.

#### Section 1.5 Compliance with Laws and Regulations

The RPAL shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this MOU including, without limitation, environmental laws, disability laws, including the Americans with Disability Act, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provision of the Municipal Code of the City of Richmond ("Municipal Code"), including Chapter 2.28 and Chapters 2.50, 2.52, 2.56, and 2.60, if applicable, which are incorporated by reference.

The RPAL acknowledges that under Section 2.60.070 of the Municipal Code ("Living Wage Ordinance"), it shall promptly provide the City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in Section 2.60.070 of the Municipal Code, the RPAL shall notify each of its affected employees

with regard to the wages that are required to be paid pursuant to the Living Wage Ordinance.

The RPAL shall comply with Section 2.28.030 of the Municipal Code, obligating every contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

## **ARTICLE II**

### **LIMITATION ON CITY OBLIGATIONS**

#### Section 2.1 Limitations

Nothing in this MOU shall make RPAL Employees a) subject to any of the memorandum of understandings that apply to employees of City, b) subject to the Personnel Rules that apply to employees of City, c) subject to any of the benefits received by employees of City including, but not limited to, Medical, Dental, Vision, Retirement, Vacation Sick Leave, and Administrative Leave, d) covered by City's Workers' Compensation Insurance, e) employees of City for purposes of the Tort Claims Act (Govt. Code Sections 825 et seq); RPAL Employees shall not be protected by the same immunities and right to indemnification and defense extended by that Act to public employees.

## **ARTICLE III**

#### Section 3.1 Limitations of Parties

Nothing contained in this MOU shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture by and between City and the RPAL or their agents, employees, including RPAL employees, or subcontractors, and the RPAL shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its employees, agents, or both, perform the services required of it by the terms of this MOU. The RPAL has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the MOU.

#### Section 3.2 No Claims

Nothing contained in this MOU shall create or justify any claim against City by any person that the RPAL may have employed or with whom the RPAL may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services.

#### Section 3.3 Amendments

No alteration or variation of the terms of this MOU shall be valid unless made in writing by the parties.

#### Section 3.4 Indemnification

- A. To the fullest extent permissible by law, the RPAL shall indemnify, defend harmless, and require its contractors and subcontractors to defend, indemnify and hold harmless, City, and its elected and appointed officials, and all of their employees and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgment, including attorney fees and other defense costs (collectively, "Claims"), resulting from injury to or death sustained by any person (including the RPAL's or any contractor's or subcontractor's employees), or damage to property or any kind, or any other injury or damage whatsoever, which Claim arise out of or are in any way connected with the provision of services hereunder, regardless of the RPAL's fault or negligence; provided, however, that the RPAL's indemnity obligations hereunder shall not apply to the extent any Claims are caused by the sole and active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of the RPAL and its contractors and subcontractors shall extend to Claims asserted after termination of this MOU for whatever reason.
- B. In claims against any person or entity indemnified under Section 3.4A above by an employee of the RPAL, including RPAL Employees, or its contractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 3.4A above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### Section 3.5 Non-Liability of City Officials, Employees and Agents

No member, official, employee or agent of the City shall be personally liable to the RPAL in the event of any default or breach by City or for any amount which may become due to the RPAL or its successor or on any obligation under the terms of this MOU.

#### Section 3.6 Insurance

The RPAL shall submit to City evidence of and keep current the insurance coverage meeting the general requirements set forth in Exhibit A "Insurance Requirements".

#### Section 3.7 No Third Party Beneficiaries

There shall be no third party beneficiaries to this MOU.

Section 3.8 Conflict of Interest

- A. Except for approve eligible administrative or personnel costs, no person described in Section 3.8 B below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this MOU or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The RPAL shall exercise due diligence to ensure that the prohibition in this Section 3.8A is followed.
- B. The conflict of interest provisions of Section 3.8A above apply to any person who is an employee, agent, consultant, officer, of RPAL, or any immediate family member of such person, or any elected or appointed official of City, or any person related within the (3<sup>rd</sup>) degree of such person.

Section 3.9 Notices, Demands and Communications

If at any time after the execution of this MOU it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and:

- A. If intended for City shall be addressed to:

City of Richmond  
450 Civic Center Plaza  
Richmond, California 94804  
Attention: City Manager

With copy to:

City of Richmond  
450 Civic Center Plaza  
Richmond, CA 94804  
Attention: City Attorney

- B. If intended for the RPAL shall be addressed to:



Richmond Police Activities League  
2200 Macdonald Avenue  
Richmond, CA 94804  
Attention: Executive Director

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any party may change its address at any given time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

### Section 3.10 Applicable Law

This MOU shall be governed by California law. This MOU is made in Contra Costa County, California, and any action relating to this MOU shall be instituted and prosecuted in the courts of Contra Costa County, California.

### Section 3.11 Parties Bound

Except as otherwise limited herein, the provisions of this MOU shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this MOU to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such party who has acquired an interest in compliance with the terms of this MOU or under law. This MOU shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties.

### Section 3.12 Severability

If any term of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effort unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

### Section 3.13 Waivers

Any waiver by City of any obligation or condition in this MOU must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of the RPAL or to pursue any remedy allowed under this MOU or applicable law. Any extension of time granted to the RPAL to perform any obligation under this MOU shall not operate as a waiver or release from any of its obligations under this MOU. Consent by City to any act or omission by the RPAL shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

Section 3.14 Title of Parts and Sections

Any titles of the sections or subsections of this MOU are inserted for convenience of reference only and shall be disregarded in interpreting any part of the MOU's provisions.

Section 3.15 Entire Understanding of the Parties

This MOU constitutes the entire understanding and agreement of the parties with respect to the services to be provided hereunder.

Section 3.16 Multiple Originals; Counterpart

This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

\_\_\_\_\_  
Larry Lewis  
RPAL Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shasa Curl  
City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk