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<h1 style="margin: 0;">REPORT</h1> <p style="text-align: right; margin: 0;">To the Honorable Mayor and City Council From the City Manager</p>
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February 14, 2005

Subject

Agreement with Aligranto Destinations and the City of Redwood for Family Camp program services

Recommendation

Execute the Agreement between the City of Redwood City and Aligranto Destinations

Background

The Parks, Recreation and Community Services Department offers youth, adult and family recreation programs through contracts with individual instructors or businesses each quarter to the Redwood City community. Typically, our department handles all the advertisement and registration procedures for these providers, and then makes payment based on a pre-negotiated percentage at the end of each quarter.

Aligranto Destinations, which runs a family camp in the foothills of the Sierra Mountains (near Nevada City), has approached us about offering their program to our community. However, instead of using the traditional contractor process, Aligranto would like to place an advertisement in our brochure, handle all of the registration, and pay the City a commission on each Redwood City family that registers for camp.

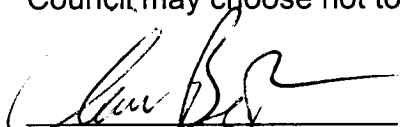
Because we are interested in expanding our family offerings and will include their advertisement within our standard brochure size at no extra cost to us, we would like to enter into the subject agreement.

Fiscal Impact

Redwood City will receive 10% of all registration fees from the Family Camp program.

Alternative

Council may choose not to enter into this agreement.



 Chris Beth
 Superintendent



 Corinne Centeno
 Director



 Ed Everett
 City Manager

Attachment:
Agreement

SHADY CREEK FAMILY CAMP & CONFERENCE CENTER AGREEMENT

This is an Agreement dated _____, 2005 between the City of Redwood City ("CITY") and Aligranto Destinations LLC ("ALIGRANTO") and is entered into for the purpose of providing the opportunity for individuals and families in Redwood City to vacation at Shady Creek family camp operated by ALIGRANTO.

IT IS AGREED:

- Scope of Services.** ALIGRANTO shall operate the Shady Creek family camp, located at 11011 Tyler Road in the vicinity of Nevada City, CA, with programs and standards of service comparable or exceeding that offered at family camps having referral programs or other associations with California cities. Such service shall include a vacation week package designed to accommodate visitors from the City of Redwood City including daily meals, recreation, sports activities and evening programs.
- Marketing.** CITY and ALIGRANTO shall co-operate in the development of a joint marketing plan designed to provide residents of Redwood City with information about Shady Creek family camp. ALIGRANTO will provide CITY with marketing materials to include, but not limited to, photographs, copy, graphics, and logos in support of the marketing effort. Additionally, ALIGRANTO will provide CITY all of the design and production elements of any agreed-to marketing materials, including but not limited to, photographs, graphics, copy, layout and color, sufficient to be printed by any printer of good record. Marketing materials will have space that CITY can use, if desired, for any CITY-provided photos and copy consistent with the design and layout of the brochure. All of the aforementioned marketing support by ALIGRANTO will be provided at ALIGRANTOS' expense. CITY shall be responsible for dissemination of information about the Shady Creek family camp to residents of Redwood City. Such dissemination shall be at CITY'S expense and shall be within the sole discretion of CITY as to the manner and extent of dissemination.
- Registration of Guests.** ALIGRANTO shall be responsible for handling any and all aspects of the registration process including, but not limited to, sending and receiving registration forms, answering questions via telephone, e-mail, and fax, sending post-registration packets, and receiving all deposits and payments. ALIGRANTO is responsible for all expenses related to the registration process. The registration form utilized by ALIGRANTO for guests for which CITY receives a commission under this Agreement shall contain a provision whereby registrants acknowledge that CITY, its officers and employees, have no role or involvement in the operation of Shady Creek family camp and waive the right to make claims

against CITY, its officers and employees, for damages arising out of or associated with registrant's vacation at Shady Creek.

4. **Compensation.** ALIGRANTO shall pay CITY a commission of 10% of the Package Revenue for each registrant referred by CITY or responding as a result of the marketing effort hereunder. "Package Revenue" means the total amount paid by a registrant in purchasing a vacation at Shady Creek. The registration form utilized by ALIGRANTO shall inquire whether registrant was informed of Shady Creek through the aforementioned marketing effort. Any registrant learning of the Shady Creek family camp through the marketing effort hereunder shall be included in computing the commission. ALIGRANTO shall pay the total commission annually, in a single lump sum, on or before the last day of September each year during the term of this Agreement.
5. **Reporting and Audit.** ALIGRANTO shall provide CITY a report detailing the number of guests registered, the names and addresses of the guests, and the number of people registering under that guest. The report will be delivered via electronic mail by 30th day of each month during the months of January, February, March, April and May each year during the term of the Agreement. ALIGRANTO shall maintain for the term of this agreement accounting records of all funds comprising the Package Revenue received from each registrant from the marketing efforts hereunder. ALIGRANTO shall permit CITY access to those records for the purpose of audit or other examination as deemed necessary by CITY.
6. **Term.** This Agreement shall continue from the date first above written until December 31, 2005 unless earlier terminated as provided for herein. Any extension of the term beyond December 31, 2005 must be mutually agreed to by the parties in writing.
7. **Independent Contractor.** ALIGRANTO is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. ALIGRANTO shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.
8. **Nondiscrimination.** ALIGRANTO represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment or guest seeking registration because of race, color, religion, gender, age, sexual preference, national origin, disability, or other condition protected by law.

9 Indemnification. ALIGRANTO shall indemnify and hold harmless the City of Redwood City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of ALIGRANTO, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

10. Insurance. ALIGRANTO shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by ALIGRANTO or ALIGRANTO's agents, representatives, employees or subcontractors. The insurance shall be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-.V."

10.1 Coverages and Limits. ALIGRANTO shall maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on ALIGRANTO's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by ALIGRANTO pursuant to this Agreement are adequate to protect ALIGRANTO. If ALIGRANTO believes that any required insurance coverage is inadequate, ALIGRANTO shall obtain such additional insurance coverage, as ALIGRANTO deems adequate, at ALIGRANTO's sole expense.

10.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

10.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily

injury. Workers' Compensation and Employer's Liability insurance shall not be required if ALIGRANTO has no employees and provides, to City's satisfaction, a declaration stating this.

10.2. Additional Provisions. ALIGRANTO shall ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 For Commercial General Liability Insurance and Automobile Liability Insurance, City, its officers, agents, volunteers and employees shall be named as additional insureds.

10.2.2 ALIGRANTO shall obtain occurrence coverage.

10.2.3 This insurance shall be in force during the life of the Agreement and any extensions of it and shall not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, ALIGRANTO shall furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If ALIGRANTO fails to maintain any of these insurance coverages, then City shall have the option to declare ALIGRANTO in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. ALIGRANTO is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from ALIGRANTO or deduct the amount paid from any sums due ALIGRANTO under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the ALIGRANTO's insurance coverage shall be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, shall be in excess of ALIGRANTO's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. ALIGRANTO shall notify City thirty (30) days prior to any reduction in any of the insurance

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coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

11. **Termination by CITY.** CITY may terminate this Agreement immediately for cause upon giving a thirty (30) calendar day written notice to ALIGRANTO.
12. **Termination by ALIGRANTO.** ALIGRANTO may terminate this Agreement immediately for cause upon giving a thirty (30) calendar day written notice to CITY.
13. **Notice.** If either party shall desire or is required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:

Christopher Beth, Superintendent
City of Redwood City, PRCS Dept.
1400 Roosevelt Ave.
Redwood City, CA 94061

To ALIGRANTO:

Ken Croley, President
Aligranto Destinations LLC
270 Via Cima Court
Danville, CA 94526

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California, and any action brought by either of the parties will be tried in a court of competent jurisdiction in San Mateo County. Additionally, in the operation of Shady Creek family camp, ALIGRANTO shall comply with all applicable laws of the United States, the State of California, and local CITY or county ordinances and regulations.
15. **Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the subject matter of this Agreement and contains all of the representations, covenants, and agreements between the parties.
16. **Authority.** Each party executing this Agreement on behalf of a party represents and warrants that such person is duly authorized to do so, on behalf of the entity he or she purports to bind and if such party is a partnership, corporation, or trustee, that such partnership, corporation, or trustee has full right and authority to enter into this Agreement and to perform all of its obligations hereunder.

CITY:

CITY OF REDWOOD CITY, a charter city and
municipal corporation of the State of California
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Ed Everett, City Manager

ATTEST:

Patricia Howe, City Clerk

CONSULTANT:

ALIGRANTO Destinations, LLC
Shady Creek Family Camps

*By: _____ **

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____