



April 24, 2007

AGENDA ITEM NO.

COUNCIL MEETING 4/24/07

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

**FROM:** RANDALL L. COOPER, Director  
Parks, Recreation and Community Services Department

**BY:** MARY JANE FITZPATRICK, Recreation Manager *mj*  
PAUL MELIKIAN, Administrative Manager *PM*  
Parks, Recreation and Community Services Department

**SUBJECT:** (1) APPROVAL OF A CONTRACT WITH FRESNO UNIFIED SCHOOL DISTRICT TO PROVIDE FUNDS FOR PARKS, RECREATION AND COMMUNITY SERVICES TO CONDUCT AN EXPANDED AFTER SCHOOL RECREATION PILOT PROGRAM RUNNING THROUGH JUNE 13, 2007; AND (2) A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 73<sup>rd</sup> AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2006-283 TO APPROPRIATE \$55,100 FROM THE FRESNO UNIFIED SCHOOL DISTRICT TO THE GENERAL FUND TO EXPAND THE AFTER SCHOOL RECREATION PILOT PROGRAM RUNNING THROUGH JUNE 13, 2007

**KEY RESULT AREA:** Education & Customer Service

#### RECOMMENDATIONS

Staff recommends that the City Council approve the attached resolution and agreement with the Fresno Unified School District (FUSD) and authorize the Director of Parks, Recreation and Community Services (PRCS) to execute the agreement on behalf of the City. Approval of this contract and corresponding appropriations will allow PRCS to receive up to \$55,100 to cover personnel and operating costs associated with providing an expanded After School Recreation & Enrichment program at twenty-one additional elementary school sites from April 30<sup>th</sup> through June 13<sup>th</sup>, 2007.

#### EXECUTIVE SUMMARY

PRCS and FUSD have successfully conducted a pilot program to provide recreation and enrichment programs to students at seven 21<sup>st</sup> Century school sites on a contracted basis since August 2006. Programming efforts included instruction, materials, and program coordination at: Columbia, Greenberg, Homan, Jefferson, Kirk, Leavenworth and Webster elementary schools. Contractor service agreements were drafted by FUSD for consideration and approval by both the Fresno Unified School Board and the Fresno City Council on August 15, 2006.

FUSD has received additional resources through the release of Proposition 49 funding. Funds became available to twenty-one elementary school sites including: Susan B. Anthony, Bakeman, Delmar, Easterby, Ericson, Ewing, Fremont, Hamilton, Holland, Kratt, Lawless, McCardle, Noresman, Powers, Pyle, Robinson, Roeding, Thomas, Viking, Vinland and Yokomi.

As a result, FUSD has requested our services to meet their immediate After School program service requirements stipulated by the grant. The success of the Pilot program at the seven original sites has provided a bench mark for quality After School programming, and FUSD would like PRCS to provide recreation and enrichment through this school year at twenty-one additional sites.

### **KEY OBJECTIVE BALANCE**

With this additional funding, PRCS can expand programming opportunities and reach additional customers/participants, which will increase the number of satisfied community members. In addition, this pilot project offers a unique opportunity for our employees to expand their skill sets by manage a new recreation program offered to the community. Funding from FUSD for this pilot program is in addition to the General Fund dollars allocated for the PRCS After School program. This partnership with FUSD will leverage existing After School Recreation program resources to be a viable means of service augmentation with no impact to the General Fund.

### **BACKGROUND**

Since 1996, PRCS and FUSD have been working together on summer and after-school Recreation and Science programming. Both agencies share the vision of energizing young students through hands-on project building. Our common goals and shared resources have made our partnership strong and have improved service delivery.

As mentioned above, the initial pilot program began in August 2006. The first contract for \$6,494 was to allow PRCS staff to begin implementation of the Wellness Program at seven elementary school sites. This 10-day contract began on August 7, 2006. The contract served to enable the start of program services without a formal vote of the FUSD Board, which was scheduled to meet on August 16, 2006. The second contract for \$116,885 was set to begin September 5, 2006, to continue funding the Wellness Program for the remainder of the school year at the same seven elementary school sites. Funding for the Wellness Program supplied each of the seven school sites with two (2) part-time, 20-hour per week staff members to deliver programming, (1) supervisor for the entire program, and operating costs for all sites.

### **FISCAL IMPACT**

Acceptance of the grant funds will have no impact to the General Fund as up to \$55,100 of revenue will be received from FUSD as reimbursement for up to \$55,100 of program expenses.

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Attachments:     Contract  
                      Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 73<sup>rd</sup> AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2006-253 APPROPRIATING \$55,100 FROM THE FRESNO UNIFIED SCHOOL DISTRICT TO THE GENERAL FUND TO EXPAND THE AFTER SCHOOL RECREATION PILOT PROGRAM RUNNING THROUGH JUNE 13, 2007

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2006-253 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: PARKS, RECREATION, & COMMUNITY SERVICES DEPARTMENT General Fund	\$55,100

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

General Fund

Revenues:

Account: <b>33809</b> Fresno Unified School District	\$ <u>55,100</u>
Fund: <b>10101</b>	
Org Unit: <b>170301</b>	

Total Revenues	\$ <u>55,100</u>
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Appropriations:

Account: <b>51201</b> Non-Permanent Salaries	\$ 47,900
<b>51202</b> Non-Permanent Fringe	2,000
<b>56120</b> Athletic & Recreation	<u>5,200</u>

Fund: <b>10101</b>	
Org Unit: <b>170301</b>	
KRA: <b>0302004000</b>	

Total Appropriations	\$ <u>55,100</u>
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THAT the purpose is to appropriate \$55,100 to the General Fund to expand the After School Recreation pilot program running through June 13, 2007.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }  
COUNTY OF FRESNO } ss.  
CITY OF FRESNO }

I, REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the \_\_\_\_\_ Day of \_\_\_\_\_, 2007

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Mayor Approval: \_\_\_\_\_, 2007  
Mayor Approval/No Return: \_\_\_\_\_, 2007  
Mayor Veto: \_\_\_\_\_, 2007  
Council Override Veto: \_\_\_\_\_, 2007

REBECCA E. KLISCH  
City Clerk

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**FRESNO UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT  
\*\*For Agreements Equal To Or In Excess Of \$15,000\*\***

GENERAL INFORMATION:

School/Department:	After School/Science
Budget Class:	After Schools Education and Safety Grant
District Contact Person:	Maria Gonzales
Budget Manager Approval:	Caran Resciniti
Contractor:	Fresno City Parks, Recreation and Community Services 2326 Fresno Street, Room 102 Fresno, CA 93721
Contractor's Contact Person:	Randall L. Cooper
Contractor's Taxpayer Identification # or SSN:	94-6000338
Requisition #:	

This Independent Contractor Services Agreement is made and entered into effective April 30, 2007, (the "Effective Date") by and between the Fresno Unified School District ("District") and Fresno City Parks, Recreation and Community Services ("Contractor").

1. Contractor Services. Contractor agrees to provide: Instruction, materials, training and coordination for a recreation, sports, and wellness program for the 21st Century Community Learning Centers Program at the following sites: Anthony, Bakman, Delmar, Easterby, Ericson, Ewing, Fremont, Hamilton, Holland, Kratt, Lawless, McCardle, Norseman, Powers, Pyle, Robinson, Roeding, Thomas, Viking, Vinland, and Yokomi. Contractor will provide one Parks and Recreation staff to implement the program for 4 hours per day for 31 days. Program schedule will be provided by District. Requested changes in scheduled program will be made with District approval only, and must be in writing at least 10 days in advance.
2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement. Contractor's qualifications shall be specified in attached VITA. Contractor personnel providing services to the District will be fingerprinted and cleared in accordance with California State Law.
3. Term. This Agreement shall begin on April 30, 2007, and shall terminate on June 13, 2007. There shall be no extension of the term of the agreement without express written consent of all parties. Contract is contingent upon continued funding through either 21 ~ CCLC or Prop. 49/ASES grants. The District agrees to notify the Contractor immediately in writing upon any loss of such funding.
4. Payment District agrees to pay Contractor at the rate of \$84.64 per day per site not to exceed a total sum of \$55,100. Checks will be made payable to The City of Fresno Parks, Recreation and Community Services. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice including required back-up material (personnel audit time sheets for all staff; equipment/supply purchased list).
5. Incidental Expenses:
  - a. Lodging \$ NA Actual cost of single occupancy. Not to exceed \$100 per night  
\*Receipt Required.
  - b. Meals \$ NA Reimbursement limited to actual cost up to the following rates:  
Breakfast \$6.00, Lunch \$9.00, Dinner \$15.00. \*Receipt Required.
  - c. Travel \$ NA Actual cost by common carrier. Private car expenses reimbursed

43.5 cents per mile. \* Receipt Require.

- d. Supplies \$ NA As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a-d): \$55,100

- 6. California Residency. Contractor is a resident of the state of California: X YES        NO  
If "NO", Contractor shall complete and attach California Form 590-Withholding Exemption Certificate.
- 7. Conflict of Interest. Contractor does not have, or anticipates having, any interest in real property, investments, business interests in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- 8. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.
- 9. Indemnity. The Contractor shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by District, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

District shall indemnify, hold harmless and defend Contractor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Contractor, District or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of District or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of Contractor or any of its officers, officials, employees, agents or volunteers, and District or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement

- 10. Insurance. It is understood and agreed that Contractor and District maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.
- 11. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District
- 12. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation Insurance for Contractor's employees, in any, at Contractor's own cost and expense.
- 13. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money

from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

14. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the District.
15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
17. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.
19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Contractor:

Frank Morelos  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Ave.  
Fresno, California 93722

Randall L. Cooper  
Fresno City Parks, Recreation and Community Services  
City Hall Annex  
2326 Fresno Street, Room 101  
Fresno, CA 93721

c. Andrew De La Tone  
Benefits & Risk Management  
Fresno Unified School District  
2309 E. Tulare Street  
Fresno, California 93721

20. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
21. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
22. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The parties acknowledge and agree that their existing 21<sup>st</sup> Century Community learning Centers Program Agreement effective September 5, 2006 through June 30, 2007 shall continue in full force and effect notwithstanding this Agreement.

- 23. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 24. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 25. Board Approval The effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

Executed at Fresno, California, on the date and year first written above.

**DISTRICT**

Fresno Unified School District  
Services

By: \_\_\_\_\_  
Name: Ruth Quinto  
Title: CFO

**CONTRACTOR**

Fresno City Parks, Recreation and Community

By: \_\_\_\_\_  
Name: Randall L. Cooper  
Title: Director

ATTEST:  
REBECCA KLISCH  
Clerk, City of Fresno

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
Fresno City Attorney

By: \_\_\_\_\_  
Deputy *Boyle*