City of FRESNO REPORT TO THE CITYCOUNCIL

AGENDA ITEM NO.
COUNCIL MEETING 1/6/2009
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

January 6, 2009

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

BY: SHAUN SCHAEFER, Community Services Manager
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVAL OF A CONTRACT WITH FRESNO UNIFIED SCHOOL DISTRICT TO PROVIDE $2,188.75 FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT LIFE AND ENVIRONMENTAL SCIENCE PRESENTATIONS AT AWAHNEE MIDDLE SCHOOL THROUGH JUNE 30, 2009

KEY RESULT AREA: Education & Customer Service

RECOMMENDATIONS

Staff recommends that the City Council approve the attached agreement with the Fresno Unified School District (FUSD) and authorize the Director of Parks, After School, Recreation and Community Services (PARCS) to execute the agreement on behalf of the City. Approval of this contract will allow PARCS to receive up to $2,188.75 to cover personnel and operating costs associated with providing an After School Life and Environmental Science program at Awahnee Middle School through June 30, 2009.

EXECUTIVE SUMMARY

PARCS and FUSD are partnering to successfully conduct programming in the area of life and environmental science to provide enrichment programs to students of Awahnee Middle School through the remainder of the 2008/2009 academic year. FUSD has received additional resources through the release of Magnet Schools Grant; which allowed these funds to become available for Awahnee Middle School.

As a result, FUSD has requested our services to meet their immediate After School program service requirements stipulated by the grant. The success of this programming at Awahnee Middle School will provide a benchmark for additional quality After School programming with FUSD. No additional appropriations are required to offer the program, as appropriations for the existing FUSD contract to provide the Informal Science program at 18 elementary school sites will not be fully utilized this year.

KEY OBJECTIVE BALANCE

With this additional funding, PARCS 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 presenting a new program offered to the community. Funding from FUSD for this pilot program is in addition to the General Fund dollars allocated for the PARCS Life and Environment Science program.

BACKGROUND

Life and Environmental Science (LES) seeks to deliver high quality educational experiences that allow children and adults an opportunity to celebrate our natural world. Through presentations, activities and field trips, participants explore local environments, biological artifacts, life science topics and connect with nature in an up-close and non-threatening fashion. It is hoped that exposure to local environmental topics, wildlife and wild lands in our own backyard might help to: raise awareness of the regional natural history; increase appreciation for the uniqueness that is the San Joaquin Valley; create further interest in our natural world, inspire wonder and build stewardship toward our environment.

FISCAL IMPACT

Acceptance of the grant funds will have no impact to the General Fund as up to $2,188.75 of revenue will be received from FUSD as reimbursement for up to $2,188.75 of program expenses. No additional appropriations are required to offer the program, as appropriations for the existing FUSD contract to provide the Informal Science program at 18 elementary school sites will not be fully utilized this year.

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12/16/08
Attachment: Contract

FRESNO UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

GENERAL INFORMATION:

School/Department:	Life and Environmental Science In-After School Programs
FUSD Contact Person:	Jean Pennycook
Contractor Address:	Fresno City Parks, After School, Recreation and Community Services (PARCS) 2326 Fresno Street, Room 101 Fresno, CA 93721
Contractor's Contact Person:	Randall Cooper
Contractor's Taxpayer Identification # or SSN:	94-6000338

This Independent Contractor Services Agreement is made and entered into effective October 1, 2008 (the "Effective Date") by and between the Fresno Unified School District ("FUSD") and City of Fresno ("Contractor").

1. Contractor Services. Contractor agrees to provide the Life and Environmental Science program to Awahnee Middle School. The staff will instruct and coordinate programs in Life and Environmental Science presentation.

   The parties anticipate the Contractor will provide services of two (1 hour each) presentations over 2 days for each topic, total of 4 presentations per topic. Dates to be determined

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on October 1, 2008, and shall terminate on June 30, 2009. There shall be no extension of the term of the agreement without a written agreement signed by both parties.

4. Payment. FUSD agrees to pay Contractor at the following rate of $425 per topic (4, 1 hour presentations) plus a 3% supervision fee. Checks will be made payable to City of Fresno and delivered to the contractors address above. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. FUSD agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.
   Presentations to cost $2,188.75

5. Incidental Expenses:

a. Lodging	$	-0-	Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.
b. Meals	$	-0-	Reimbursement limited to actual cost up to the following rates: Breakfast $6.00, Lunch $9.00, Dinner $15.00. *Receipt Required.
c. Travel	$	-0-	Actual cost by common carrier. Private car expenses reimbursed at .48 cents per mile. *Receipt Required.
d. Supplies	$	-0-	As negotiated with school/department contracting for service.

   e. Total Annual Estimated Cost (Sum of paragraphs 4 and 5a – d): $2188.75
   (appropriated according to Exhibits A through G for the respective middle School)

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-Witholding 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 FUSD 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 FUSD may then proceed with the work in any manner the FUSD deems proper.

9. Indemnity. The Contractor shall indemnify, hold harmless and defend FUSD 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 FUSD, 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.

   FUSD 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, FUSD 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 FUSD 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 FUSD 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, Fresno Unified School District (FUSD) and FUSD 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 venture of the FUSD.

12. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

13. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the FUSD or to any employment or fringe benefits from the FUSD. Payments to the Contractor pursuant to

this Agreement will be reported to Federal and State taxing authorities as required. FUSD will not withhold any money from compensation payable to Contractor. In particular, FUSD 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 FUSD.

15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the FUSD 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 agreement 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.

FUSD:	Contractor:
Sharon L. Hart	Randall Cooper
Awahnee Middle School	Fresno City Parks and Recreation Department
1350 M Street	1515 E Divisadero
Fresno, CA 93721	Fresno, California 93721

20. Non-Discrimination. It is the policy of the FUSD 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.

1. 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.

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 and Council Approval. For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Trustees. The effectiveness of this Agreement is contingent upon the approval of the City Council.**

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

FUSD

Fresno Unified School District

By: _____ Date: 12/10/08
Name: Ruthie Quinto
Title: Chief Executive Officer

Reviewed By:

_____

_____, Principal

APPROVED AS TO FORM
12/8/08

CONTRACTOR

City of Fresno Parks, After School Recreation and Community Services

By: _____ Date:
Name: Randall Cooper
Title: Director, Fresno PARCS

ATTEST:
REBECCA KLISCH
Clerk, City of Fresno

By: _____
Deputy Date:

_____

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

By: _____ Date: 10/30/08
Katherine Bradley
Deputy City Attorney