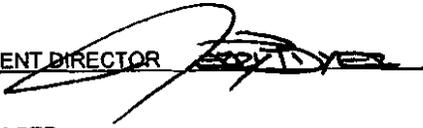


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|---------------------|---|---|
| AGENDA ITEM NO.     | 1   | C |
| COUNCIL MEETING     | 03/17/09  |   |
| APPROVED BY         |   |   |
| DEPARTMENT DIRECTOR |  |   |
| CITY MANAGER        |   |   |

March 17, 2009

FROM: JERRY P. DYER, Chief of Police  
Police Department

BY: KEITH FOSTER, Deputy Chief  
Support Division Commander

SUBJECT: AUTHORIZE THE CHIEF OF POLICE TO ENTER INTO AN AGREEMENT WITH THE  
FRESNO UNIFIED SCHOOL DISTRICT TO ACCEPT \$150,000 FOR THE LIFESKILLS  
PROGRAM

### KEY RESULT AREA

Youth Development

### RECOMMENDATION

It is recommended that the City Council authorize the Chief of Police to enter into an agreement with the Fresno Unified School District (FUSD) to accept \$150,000 to fund three LifeSkills Instructors to teach in the middle schools into the FY 09 budget.

### EXECUTIVE SUMMARY

The Fresno Unified School District has agreed to assist with the cost of providing three LifeSkills Instructors and will provide the City \$150,000 for FY 09. These funds will help pay the salaries of the existing LifeSkills Instructors. These funds will also allow us to provide the LifeSkills curriculum in the middle schools in the City of Fresno, which are part of the FUSD. Council authorization is needed to continue this contract with FUSD for the \$150,000. In anticipation of this contract, the positions and funds were included in the FY 09 budget. The term of the agreement is August 1, 2008, through June 30, 2009.

### KEY OBJECTIVE BALANCE

The LifeSkills program balances the three Key Objectives of Employee Satisfaction, Customer Service, and Financial Management. It promotes employee satisfaction by providing a mechanism to help youth better manage their personal lives thereby reducing demands for police services. It is providing better customer service in that the police are addressing youth issues through education and mentoring, not solely through enforcement efforts. Finally, the LifeSkills program is being subsidized by FUSD funds, a more efficient manner of delivering services

### BACKGROUND

In 1992, the Fresno Police Department adopted Drug Abuse Resistance Education (DARE) in local elementary schools and assigned officers to teach the curriculum to children in sixth grade classrooms. In 2002, we revisited the DARE curriculum and decided to refocus our efforts on middle school age youth. Consequently, we adopted the LifeSkills curriculum, which was an approved curriculum. LifeSkills also addresses self-management, social skills, problem-solving, decision-making and

Report to the City Council  
Approve an Agreement with FUSD  
March 17, 2009  
Page 2

consequences, along with gang and violence prevention. In 2006, the LifeSkills curriculum was taught in 15 middle schools and reached 5,780 middle school age children. In 2007, the LifeSkills curriculum was taught in 18 middle schools and reached 6,124 middle school age children.

#### **FISCAL IMPACT**

There is no fiscal impact to the General Fund.

JPD:JG:pgh  
03/03/09

Attachment: Agreement

**FRESNO UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

**GENERAL INFORMATION:**

School/Department: Curriculum – Health Education  
Budget Class: 06-4IE-700-1110-2100-5899-5846  
District Contact Person: Caran Resciniti  
Budget Manager Approval: \_\_\_\_\_  
Contractor: City of Fresno  
Fresno Police Department  
2326 Fresno Street  
Fresno, CA 93721

Contractor's Contact Person: \_\_\_\_\_  
Contractor's Taxpayer Identification # or SSN: \_\_\_\_\_  
Requisition #: RQS 0700 3710/2079

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

1. Contractor Services. Contractor agrees to provide a trained officer from Fresno Police Department to present Lifeskills Training curriculum in middle school prevention education classrooms at a *minimum of 12 schools* selected by Fresno Unified School District: Cooper, Kings Canyon, Scandinavian, Sequoia, Terronez, Tioga, Yosemite, Carver, Fort Miller, Tehipite, Ahwahnee and Hamilton. *Instruction will be delivered in a class room setting not to exceed the District's "target" class size for grade 7. The District agrees to provide office space, computer and phone for the following sites; Carver, Cooper, Fort Miller, Kings Canyon, Scandinavian, Sequoia, Tehipite, Terronez, Tioga, and Yosemite for the Lifeskills officer. District will provide all books and training supplies needed to instruct the Lifeskills curriculum.* The parties anticipate that Contractor will provide these services over an eleven month contract.
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 *August 1, 2008*, and shall terminate on *June 30, 2009*. There shall be no extension of the term of the Agreement without express written consent of all parties.
4. Payment. District agrees to pay Contractor at following rate of *\$150,000 year 1 (FY 09)*; Checks will be made payable to Fresno Police Department. *Payment shall be made in two equal payments, August 1, 2008 and February 1, 2009* and will 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.
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 .405 cents per mile. \*Receipt Required.
  - d. Supplies \$ 0 As negotiated with school/department contracting for service.
  - e. **Total Estimated Cost (Sum of paragraphs 4 and 5a – d):** \$150,000

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. Indemnification.
  - a. 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 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 directly or indirectly from the negligent or intentional acts or omissions of District or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement.
  - b. Contractor shall indemnify, hold harmless and defend District and each of its officers, directors, trustees, 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 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 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.
  - c. In the event of concurrent negligence on the part of District or any of its officers, directors, trustees, employees, agents or volunteers, and Contractor 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.
  - d. This section shall survive expiration or termination of this Agreement.
10. Insurance. It is understood and agreed that District and Contractor 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, if 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:

Paul Rosencrans  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Ave.  
Fresno, California 93722

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

Contractor:

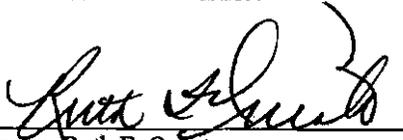
City of Fresno  
Jerry Dyer, Chief of Police  
Fresno Police Department  
2326 Fresno St  
Fresno, CA 93721

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.
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. Board 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 Education. The effectiveness of this Agreement is contingent upon the approval of the Council of the City of Fresno.

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

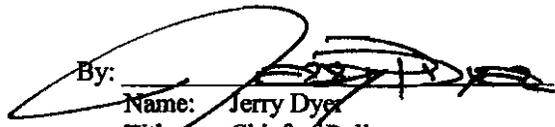
**DISTRICT**

Fresno Unified School District

By:   
 Name: Ruth F. Quinto  
 Title: Associate Superintendent/CFO

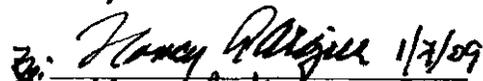
**CONTRACTOR**

City of Fresno,  
 A municipal corporation

By:   
 Name: Jerry Dyer  
 Title: Chief of Police  
 Fresno Police Department

Approved As To Form:

  
 City Attorney

 1/7/09  
 Nancy A. Alger Date  
 Senior Deputy

Date: \_\_\_\_\_

APPROVED AS TO FORM  
  
 1/22/09