

AGENDA ITEM NO.	1 E
COUNCIL MEETING	3/3/2009
APPROVED BY	
	
DEPARTMENT DIRECTOR	
CITY MANAGER	

March 3, 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 FOR \$5,000 WITH FRESNO UNIFIED SCHOOL DISTRICT TO PROVIDE FUNDS FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE FRESNO BEST PROGRAM AT FRESNO HIGH SCHOOL RUNNING THROUGH JUNE 30, 2009

RECOMMENDATIONS

Staff recommends that the City Council approve the attached four-month 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 and the corresponding appropriations will allow PARCS to receive \$5,000 in FY 2009 to cover personnel and operating costs associated with providing the Fresno BEST program at Fresno high school.

EXECUTIVE SUMMARY

The attached contractor service agreement was created by FUSD for consideration and approval by both the Council and the Fresno Unified School Board. The contractual agreement would establish a four-month commitment at \$5,000 for a full reimbursement of services from FUSD. The contract will allow PARCS staff to begin implementation of the Fresno BEST Program at Fresno high school. The contract will begin in March 2009 and will fund the Fresno BEST program for the remainder of the 2008-2009 school year. Funding for the Fresno BEST program will supply the school site with operating costs and one 15-hour per week staff member to deliver programming. The staff costs and related overhead will be fully recovered under the agreement, so no additional General Fund dollars are requested to implement the program. The Fresno BEST program will provide youth with a variety of activities and resources during the critical 3:00 p.m. – 6:00 p.m. after-school hours.

KEY OBJECTIVE BALANCE

With this additional funding, PARCS can continue programming opportunities and reach additional participants, which will increase the number of satisfied community members. In addition, this collaborative project offers a unique opportunity for our employees to expand their skill sets by managing an ongoing community service program offered to the community of Fresno. Funding from FUSD for this collaborative program is in addition to the General Fund dollars allocated for the PARCS Fresno BEST program. This partnership with FUSD will leverage existing Community Services Division program resources to become a viable means of service augmentation with no impact to the General Fund.

BACKGROUND

In FY 2006, Parks, After School, Recreation and Community Services (PARCS), in conjunction with Fresno Unified School District (FUSD) began to operate the first collaborative After School High School Program,

Fresno BEST, at Roosevelt High School. This 'pilot' program was conducted at one high school site in 2005. Due to the success of the 'pilot' Fresno BEST site, PARCS expanded the Fresno BEST program to four high school sites in FY 2007, to include Sunnyside, J.E. Young, Roosevelt and Fresno High Schools. In FY 2008, PARCS re-deployed the Literacy program resources to expand the Fresno BEST high school program to all sites, and create the Jr. BEST middle school program. Programming efforts include hiring, training, instruction, materials, supervision, and program coordination.

FISCAL IMPACT

Acceptance of the grant funds will have no impact to the General Fund as \$5,000 of revenue will be received from FUSD as reimbursement for \$5,000 of program expenses.

Attachment Contract with FUSD

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

GENERAL INFORMATION:

School/Department: _____ After School Program _____
 Budget Class: _____ 060-4124-0185-1981-4000-5899 _____
 District Contact Person: _____ Tim Belcher _____
 Budget Manager Approval: _____ Tim Belcher _____
 Contractor: _____ City of Fresno Parks Recreation and Community Services _____
 _____ 2326 Fresno Street #101, Fresno, Ca 93721 _____

 Contractor's Contact Person: _____ Randall Cooper _____
 Contractor's Taxpayer Identification # or SSN: _____ 94-6000338 _____
 Requisition #: _____

This Independent Contractor Services Agreement is made and entered into effective January 6, 2009 (the "Effective Date") by and between the Fresno USD After School Program ("District") and City of Fresno Parks Recreation and Community Services ("Contractor").

1. Contractor Services. Contractor agrees to provide the City of Fresno Best program to Fresno High School in Fresno USD. One staff for three hours per day/15 hours per week. Staff to instruct and coordinate programs in business, Education Service Training and Life Skills.

The parties anticipate that Contractor will provide these services ___ days or 3 hours per ___ days.

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.
3. Term. This Agreement shall begin on Jan 21, 2009, and shall terminate on June 11, 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 \$5,000 per second semester. Checks will be made payable to 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.
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):** \$5,000 _____

6. California Residency. Contractor is a resident of the state of California: 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 defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
10. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.
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:

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

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

Contractor:

___ Randall Cooper _____
 Name
 ___ Fresno City Parks Recreation Department ___
 City Hall Annex
 ___ Fresno, CA 93721 _____
 Address

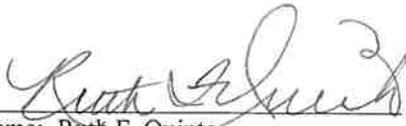
20. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and 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. 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. 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.

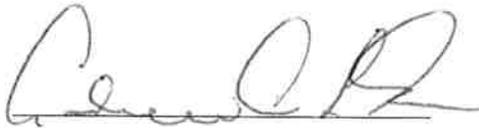
Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

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

Approved As To Form:



Date: 1/27/09

CONTRACTOR

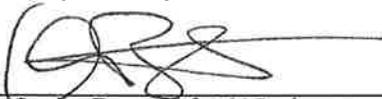
Fresno City Parks Recreation and Community Services

By: _____
 Name: Randall Cooper
 Title: Director

ATTEST:
 REBECCA KLISCH
 Clerk, City of Fresno

By: _____
 Deputy Date

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

By: 
 Senior Deputy BRADLEY Date 2/4/09