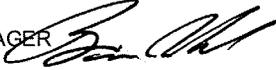


AGENDA ITEM NO.	1 D
COUNCIL MEETING	3/07/13
APPROVED BY _____	
DEPARTMENT DIRECTOR _____	
CITY MANAGER	

March 7, 2013

FROM: BRUCE A. RUDD, Interim Director
Parks, After School, Recreation and Community Services Department

BY: SHAUN R. SCHAEFER, Community Recreation Supervisor II
KAREN M. NORRIS, Administrative Manager
Parks, After School, Recreation and Community Services Department

SUBJECT: 1) APPROVAL OF AN AGREEMENT FOR \$72,112.50 WITH FRESNO COUNTY OFFICE OF EDUCATION (FCOE) FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT (PARCS) TO CONDUCT THE INFORMAL SCIENCE PROGRAM AT LOWELL, SAN JOAQUIN, BURROUGHS AND SUNSET ELEMENTARY SCHOOLS RUNNING THROUGH JUNE 30, 2013.

2) APPROVAL OF AGREEMENTS FOR \$83,563.25 WITH FRESNO UNIFIED SCHOOL DISTRICT (FUSD) FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT (PARCS) TO CONDUCT THE INFORMAL SCIENCE PROGRAM AT CARVER, KRATT, AND GIBSON ELEMENTARY SCHOOLS AND THE FRESNO BEST PROGRAM AT SUNNYSIDE, FRESNO, AND MCLANE HIGH SCHOOLS RUNNING THROUGH JUNE 30, 2013.

3) APPROVAL OF AN AGREEMENT FOR \$6,352.50 WITH CLOVIS UNIFIED SCHOOL DISTRICT (CUSD) FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT (PARCS) TO CONDUCT THE INFORMAL SCIENCE PROGRAM AT JEFFERSON ELEMENTARY SCHOOL RUNNING THROUGH JUNE 30, 2013.

4) A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 43rd AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2012-125 APPROPRIATING \$162,000.00 IN THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE INFORMAL SCIENCE PROGRAM FOR FRESNO COUNTY OFFICE OF EDUCATION, FRESNO UNIFIED SCHOOL DISTRICT, AND CLOVIS UNIFIED SCHOOL DISTRICT AND THE FRESNO BEST PROGRAM AT FRESNO UNIFIED SCHOOL DISTRICT RUNNING THROUGH JUNE 30, 2013. (Districts 1,2,3,5 & 7)

RECOMMENDATIONS

Staff recommends that the City Council approve the attached academic-year agreements with Fresno County Office of Education (FCOE), Fresno Unified School District (FUSD) and Clovis Unified School District (CUSD) and Annual Appropriation Resolution (AAR) and authorize the Director of Parks, After School, Recreation and Community Services (PARCS) to execute the agreements on behalf of the City. Approval of these contracts and the corresponding appropriations will allow PARCS to receive up to \$162,028.25 to cover personnel and operating costs associated with providing a collaborative After School Informal Science program at eight (8) Elementary Schools and the Fresno Best program at three (3) High Schools in academic-year 2012-2013.

EXECUTIVE SUMMARY

As per Council Resolution 2011-212, dated October 20, 2011, the PARCS Director or designee shall be authorized to enter into contracts with School Districts for after school programs, as long as the contracts do not exceed ten percent (10%) of the current fiscal year Amended Budget appropriations. Due to increased interest from local area school districts, PARCS contracts will exceed budget projections by over 10%. The attached contractor service agreements are being submitted for consideration and approval by the Council, FCOE, FUSD, and CUSD. The contractual agreement would establish a commitment of \$162,028.25 for full reimbursement of services from all contracted school sites. The appropriations will allow PARCS staff to begin implementation of the Informal Science Program at FCOE (Lowell, San Joaquin, Burroughs, and Sunset), FUSD (Carver, Kratt, and Gibson), and CUSD (Jefferson) and the Fresno BEST program at FUSD (Sunnyside, Fresno, and McLane) in Academic Year 2012/2013. With this funding, PARCS can expand programming opportunities and reach additional customers/participants, which will increase the number of satisfied student participants and community members.

BACKGROUND

The PARCS Informal Science program has been serving the Fresno community through after school programs for 15 years. The After School program began in 1998 with one site and has grown to 18 sites in Academic Year 2012/2013. The Informal Science and Family Science Nights programs provide youth with positive learning components during the critical 3:00 p.m. – 6:00 p.m. after school hours. The program exposes and indoctrinates students to the world of science, math and engineering through hands on activities. Both the Informal Science program and the leadership that services the program have received national award recognition from the National Science Foundation and National Community Science Workshop Network. The program has partnered with local area school districts over the years, such as FUSD, FCOE, and CUSD.

The PARCS BEST program has been serving students in Fresno area high schools for the last seven years. The BEST program began in 2006 at Roosevelt High School and has grown to four sites in Academic Year 2012/2013. The program provides to youth job preparation skills and opportunities. The program has partnered with the GAP Foundation to leverage resources and provide annual trips to exemplary colleges located throughout California and an annual leadership symposium. In FY2010 the BEST program received the Ash Center for Democratic Government and Innovation awards from the prestigious Harvard University. The BEST program was selected out of nearly 600 applicants for its innovation in preparing Fresno students in employment, education or entrepreneurship.

FISCAL IMPACT

Approval of the attached agreements will have no impact to the General Fund as up to \$162,028.25 of revenue will be received from FCOE, FUSD, and CUSD as reimbursement for up to \$162,028.25 of program expenses, which includes a 10% administrative fee.

Attachments: AAR
 Agreements

Fresno Unified School District Contract Checklist

Attn:
ARR
RAS
0080
14/57

1. Vendor: City of Fresno PARCS 848 M. Street Fresno CA 93721
Name Address
(559) 621-6621 Manuel I. Hernandez
Phone Number Contact

2. Term (Duration): December 03, 2012 through June 13, 2013

3. Contract Administrator Monica Alvarez
Name
Carver Academy (559) 457-2620
Site Telephone Number

4. Budget: ARRA School Improvement Grant

5. Annual Cost: \$43,191.50 (Contract will not be authorized to exceed this amount w/o BOE approval)

6. Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

7. Scope of Work Summary: The City of Fresno will provide staff members to facilitate the science program curriculum. Curriculum includes 60 sessions of Life Science, Earth Science, and Physical Science, 2 Cat Presentations, 2 Bird of Prey Presentations, 2 Environmental Magician Presentations, 4 Family Science Nights and 4 appropriate by grade level field trips.

8. Date Item is to appear on Board of Education Agenda: November 27, 2012 Dec 5, 2012 A-3 approved
(Contracts of \$15,000 or more)

9. Date reviewed and approved by Exception Committee: _____
(Please attach form)

10. Reviewed and approved by Cabinet Level Officer: [Signature] 11-7-12
Date

11. Reviewed & approved by Director, Risk Management: [Signature] 11/7/12
Date

Please return signed contract to: _____
Name Dept. Phone

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

GENERAL INFORMATION:

School/Department:	Carver Academy
Budget Class:	ARRA School Improvement Grant
Requisition #:	
District Contact Person:	Monica Alvarez
Budget Manager Approval:	Monica Alvarez
Contractor Vendor Name:	City of Fresno Parks, After School, Recreation, and Community Services
Contractor's Contact Person:	Manuel I. Hernandez
Contractor Phone Number:	(559) 621-6621
Contractor E-mail:	manuel.hernandez@fresno.gov
Contractor Address, State, Zip Code:	848 M Street Fresno CA 93721
Contractor's Taxpayer Identification # or SSN:	94-6000338

This Independent Contractor Services Agreement is made and entered into effective December 03, 2012 (the "Effective Date") by and between the Fresno Unified School District Carver Academy ("District") and City of Fresno Parks Recreation and Community Services. ("Contractor").

1. Contractor Services. Contractor agrees to provide The City of Fresno Community Science Program to Carver Academy, Fresno USD. The City of Fresno will provide staff members to facilitate the science program curriculum. Curriculum includes 60 sessions of Life Science, Earth Science, and Physical Science, 2 Cat Presentations, 2 Bird Presentations, 2 Environmental Magician Presentations, 4 Family Science Nights and 4 appropriate by grade level field trips. The parties anticipate that Contractor will provide these services 74 days or 8 hours per day.
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 December 03, 2012 and shall terminate on June 13, 2013. 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 \$43,191.50. Checks will be made payable to The City of Fresno Parks After School, 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 will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$ 0 As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$43,191.50

Contract will not be authorized to exceed \$15,000 without Board of Education approval.

- 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. 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct 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. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., 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

Contractor:

Bruce A. Rudd
City of Fresno PARCS
City of Fresno
848 M. Street
Fresno, CA 93721

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

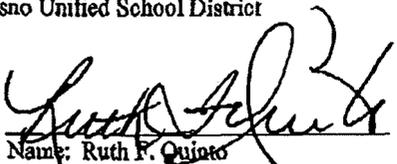
- 20. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and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

- 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.

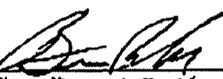
DISTRICT

Fresno Unified School District

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

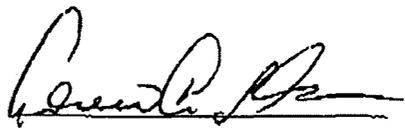
CONTRACTOR

City of Fresno Parks, After School Recreation, and Community Services

By: 
 Name: Bruce A. Rudd
 Title: Assistant Manager



Approved As To Form:

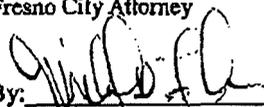


Date: 11/7/12

ATTEST:
YVONNE SPENCE
Clerk, City of Fresno

By: _____
Deputy Date

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

By: 
 Senior Deputy Date 10/19/12

This page intentionally left blank.

AGREEMENT
Between
GIBSON ELEMENTARY
And the
CITY OF FRESNO

Gibson Elementary
2012-2013

GENERAL INFORMATION

FUSD:

FUSD Department: Gibson Elementary
Program: Parent Teacher Association
Contact Person: Helen Cabe

Contractor:

Contractor: City of Fresno
Contractor Department/Address: Fresno City Parks and Recreation
1515 Divisadero St.
Fresno, CA 93721
Contractor's Contact Person: Bruce A. Rudd
Contractor's Taxpayer Identification Number or
SSN: 94-6000338

Program Provider:

Gibson Elementary
Parent Teacher Association

District:

School Site/Address: Fresno Unified School District
Gibson Elementary
1266 W. Barstow
Fresno, CA 93711

This Agreement is made and entered into this 10th day of September 2012, by and between Parent Teacher Association in Fresno Unified School District (hereinafter referred to as "PTA"), and the City of Fresno (hereinafter referred to as "CONTRACTOR").

1. CONTRACTOR Services. CONTRACTOR, through its Parks, After School, Recreation and Community Services Department, agrees to provide: forty six (46) science sessions located at Fresno Unified School District's Gibson Elementary School.

Leader shall be responsible for providing the above services for each school day (46) of the Informal Science Program, which is operated at the site from approximately 8 a.m. to 2 p.m. A school day of service shall consist of six (6) hours. The program shall consist of a maximum of forty six (46) days. The Science School Program operates according to the school site's calendar, which begins on August 20, 2012 and concludes June 13, 2013.

2. CONTRACTOR Qualifications. CONTRACTOR represents that it has in effect all licenses, permissions, and legal qualifications to perform this Agreement, including:
 - a. Fingerprinting. CONTRACTOR expressly acknowledges and certifies that:
 - i. CONTRACTOR and all of its employees, agents, and consultants (hereinafter collectively "employees") working on a school site do not have a record of

- conviction for any serious felony and understand that they must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1, and that proof of such Department of Justice clearance is to be provided to the PTA prior to CONTRACTOR or its employees working at site;
- ii. CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony;
 - iii. CONTRACTOR shall certify in writing to the PTA that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and
 - iv. CONTRACTOR shall provide to PTA a list of names of its employees who may come in contact with students.
- b. TB Clearance. CONTRACTOR expressly acknowledges and certifies that pursuant to Education Code section 49406 all employees that shall come into contact with students has submitted to an examination within the last 60 days to determine that he/she is free of active tuberculosis, or has on file, such determination that is still current and not expired.
3. Term. This Agreement shall begin on September 10, 2012, and shall terminate on June 13, 2013. There shall be no extension of the term of the agreement without a written agreement signed by both parties.
 4. Compensation. Parent Teacher Association shall pay CONTRACTOR a maximum of Six Thousand Four Hundred Fifty One Dollars and 50/100s (\$6,451.50) for all services and materials provided under the terms of this Agreement. Such compensation includes the following [(max compensation amount listed in paragraph 4a) + (amount listed in paragraph 4b) + (amount listed in paragraph 4c)] Parent Teacher Association agrees to pay Contractor within thirty (30) days of receipt of invoice.
 - a. Maximum payment to CONTRACTOR for Leader services shall not exceed Four Thousand One Hundred Forty Dollars and 00/100s (\$4,140.00).
 - b. Payment to the CONTRACTOR of One Thousand Seven Hundred Twenty Five Dollars and 00/100s (\$1,725.00) for the cost of materials, supplies, and deliverables related to CONTRACTOR'S performance of services under the terms of this Agreement.
 - c. Payment to the CONTRACTOR of 10% of the sum of paragraphs 4a and 4b in the amount of Five Hundred Eighty Six Dollars and 50/100s (\$586.50) related to CONTRACTOR'S performance of services under the terms of this Agreement.
 5. 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.
 6. Termination of Agreement. Either Parent Teacher Association or CONTRACTOR may terminate this Agreement at any time for any reason upon thirty (30) days written notice. In the event of early termination, CONTRACTOR shall be paid for satisfactory work performed to the date of termination. PTA may then proceed with the work in any manner PTA deems proper.

7. Indemnification. Contractor shall indemnify, hold harmless and defend PTA 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 PTA, 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

PTA 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, PTA 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of PTA 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 PTA 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.

8. Insurance. It is understood and agreed that Contractor and PTA maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.
9. Independent CONTRACTOR Status. While engaged in carrying out the terms and conditions of this Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, agent, partner, or joint venture of PTA.
10. Worker's Compensation Insurance. CONTRACTOR agrees to provide all necessary Workers' Compensation insurance for CONTRACTOR'S employees, if any, at CONTRACTOR'S own cost and expense.
11. Taxes. CONTRACTOR agrees that CONTRACTOR has no entitlement to any future work from PTA or to any employment or fringe benefits from PTA. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. PTA will not withhold any money from compensation payable to CONTRACTOR. In particular, PTA 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.

12. 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 of PTA.
13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the CONTRACTOR and PTA and their respective successors and assigns.
14. 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.
15. 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.
16. 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.
17. Written Notice. Written notice shall be deemed to have been duly served if sent by certified return receipt mail to:

FUSD:

Fresno Unified School District
Parent Teacher Association
Attention: Helen Cabe
Principal, Gibson Elementary
Gibson Elementary
1266 W. Barstow
Fresno, CA 93711

CONTRACTOR:

Fresno City Parks and Recreation Department
Attention: Bruce A. Rudd
Assistant City Manager
1515 Divisadero St.
Fresno, California 93721

18. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors (if applicable) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), medical condition (cancer related), marital status, age (over 40), gender, sexual preference, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated hereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
19. Compliance with Law. 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.

20. 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.

21. 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.

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

Parent Teacher Association

Fresno Unified School



Kim Jennings, PTA President
Gibson Elementary

CONTRACTOR

City of Fresno
Parks, After School Recreation and Community
Services Department



Bruce A. Rudd
Assistant City Manager , Fresno PARCS

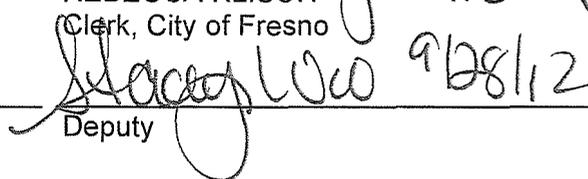
REVIEWED BY:



Helen Cabe, Principal
Gibson Elementary

ATTEST:

~~REBECCA KLISCH~~
Clerk, City of Fresno

Yvonne Spence CMC
9/28/12


APPROVED TO AS FORM:

Fresno City Attorney



MICHAEL D. FLORES
Deputy City Attorney

Date: 9/27/12



**SERVICE PROVIDER AGREEMENT ("Agreement")
FRESH After School Partnership Program**

COVER PAGE

A. "Contractor" and Address/Contact Information: City of Fresno Attn: Shaun Schaefer 848 M Street Fresno, Ca 93721 Phone No.: (559) 621-2900 FAX No.: (559) 457-1530 Email Address: shaun.schaefer@fresno.gov		B. "FCSS" and Address/Contact Information: Fresno County Superintendent of Schools Attn: Alix Frazer, Director, FRESH After School Program Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000 Phone No.: (559) 497-3780 FAX No.: (559) 497-3704 Email Address: afrazer@fcoe.org	
C. "Contract Effective Date": July 1, 2012	D. "Contract Termination Date": June 30, 2013	E. "Contract Amount" to be paid to Contractor : See Att. 1, Art. 2 and attached Service Schedule(s)	
F. "Required Documents": Contractor must provide to FCSS each document below, which is incorporated by reference into this Agreement. If any Required Document becomes incorrect during the Contract Term, Contractor shall promptly notify in writing and/or submit to FCSS the appropriate document reflecting the correct information.			
<input checked="" type="checkbox"/> 1. Upon FCSS' request and as applicable, Taxpayer Identification Number Request (W-9) or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); and Nonresident Withholding Allocation Worksheet (California Form 587) or Withholding Exemption Certificate (California Form 590); and all documents that FCSS may require to establish the necessary process to pay the Contract Amount to Contractor.			
<input checked="" type="checkbox"/> 2. Written proof of the following insurance (see Att. 1, Art. 4): (a) commercial general liability with additional insured endorsement, (b) commercial automobile liability, and (c) workers' comp. & employers' liability			
<input checked="" type="checkbox"/> 3. Fingerprinting and Criminal Background Check Certification (see Att. 1, Art. 1A)			
<input checked="" type="checkbox"/> 4. Tuberculosis Clearance Certification (see Att. 1, Art. 1A)			

This Agreement is entered into by and between FCSS and Contractor, each referred to separately as a "Party" and collectively as the "Parties".

1. Contract Term. This Agreement shall commence on the Contract Effective Date and shall continue in full force and effect thereafter until and including the Contract Termination Date ("**Contract Term**"), unless this Agreement is terminated during the Contract Term as provided in Article 3 of Attachment 1 to this Agreement.

2. Agreement Documents. This Agreement contains and consists of the following:

- 2.1 Cover Page
- 2.2 Attachment 1 - General Terms and Conditions
 - Article 1: Scope of Services and Obligations
 - Article 1A: Additional Terms and Conditions
 - Article 2: Payment
 - Article 3: Termination of Agreement; Suspension of Services
 - Article 4: Insurance
 - Article 5: Indemnity and Defense
 - Article 6: Dispute Resolution
 - Article 7: General Provisions
- 2.3 Service Schedule Index and Service Schedule(s)

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

CONTRACTOR

By: Bruce Rudd
 Print Name: Bruce Rudd
 Title: Director of PARCS

FCSS

By: Jim Yovino, Deputy Superintendent 11/20/12
 Larry L. Powell or Authorized Designee
 Superintendent

Contractor's federal tax I.D. no. if entity or last four digits of social security no. if individual: 94-6000338

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

Section 1.1 Recitals. FCSS operates the Fresno Recreation, Enrichment, and Scholastic Help After School Partnership Program (“FRESH”). Through FRESH, qualified school sites within Fresno County may administer and implement educational and support services to their students after school. FCSS has entered into separate contracts with certain school districts within Fresno County to provide educational and/or administration services to school sites within such school districts for the school sites’ after school programs. By this Agreement, FCSS desires to retain Contractor to provide, and Contractor desires to provide, to FCSS and the school districts the Services set forth in this Agreement. The Parties further desire by this Agreement to set forth the terms and conditions upon which Contractor shall provide and FCSS shall compensate Contractor for such Services, and to set forth the Parties’ rights and obligations relating to such Services and this Agreement.

Section 1.2 Duties and Obligations.

1.2.1 **Contractor Qualifications.** Contractor represents that it has the proper training, skill, and experience, and is qualified to provide the Services, including having throughout the Contract Term all applicable licenses, permits, and/or certifications. Contractor shall provide FCSS with written proof of such licenses, permits, and/or certifications upon FCSS’ request and notify FCSS in writing no later than 10 days after Contractor receives any notice of revocation, suspension, probation, or repeal of any applicable licenses, permits, or certifications.

1.2.2 **Contractor Responsibilities.**

- (A) **Service Schedule.** Unless specifically stated otherwise in a Service Schedule (“**Service Schedule**”), Contractor shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the services required of Contractor by each Service Schedule (collectively “**Services**”). Each Service Schedule shall constitute and be incorporated as a part of this Agreement.
- (B) **Fingerprinting and Criminal Background Clearance, and TB Clearance.** Contractor shall be responsible for the cost of and ensure that all of Contractor’s employees and agents who are providing the Services comply with Section 1A.3 of this Agreement regarding fingerprinting and criminal background check, and tuberculosis clearance.
- (C) **Non-Exclusive Contract.** Contractor acknowledges and agrees that this Agreement does not constitute an exclusive contract for Contractor, and FCSS has or may enter into contracts with third parties, to provide services to FCSS, any of the School Districts, or any or all of the School Sites.

ARTICLE 1A ADDITIONAL TERMS AND CONDITIONS.

Section 1A.1 Record Keeping, Retention, Inspection, and Audit. Contractor shall maintain and retain accurate books and accounting records of all Services provided under, costs billed pursuant to, and all documents required of Contractor under this Agreement for at least five years after this Agreement terminates. Upon FCSS’ request, School shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by FCSS or FCSS’ designee. Grant funds are used to pay for the Services and Contractor shall comply with all requirements of the grant(s) upon FCSS’ written notice of such requirements. If this Agreement involves the expenditure of funds from the State of California in excess of \$10,000, this Agreement is subject to the State Auditor’s examination and audit for three years after final payment under this Agreement at FCSS’ request or as part of any audit of FCSS. The obligations of this Section shall survive termination of this Agreement.

Section 1A.2 Use and Handling of Confidential Records and Information. If Confidential Materials are provided to Contractor under this Agreement, Contractor and its officers, employees and agents shall: (1) not release, disseminate, publish, or in any manner disclose the Confidential Materials, except as required by law or a court order, as may be permitted by this Agreement, or as FCSS may authorize in writing; (2) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (3) protect and secure

the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. “**Confidential Materials**” shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Agreement.

Section 1A.3 Required Documents. At the same time as when Contractor delivers to FCSS this Agreement signed by Contractor, Contractor shall submit to FCSS each Required Document in F on the Cover Page and Contractor agree as follows:

1A.3.1 **Fingerprinting and Criminal Background Check Certification.** Contractor shall obtain from, complete, sign, and deliver to FCSS a Fingerprinting and Criminal Background Check Certification (“**Fingerprinting Certification**”). Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and its employees, and shall provide FCSS with an updated Fingerprinting Certification if there are any changes to the information Contractor has provided to FCSS. Contractor must immediately remove from performance of the Services any of its employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Contractor shall indemnify, defend, and hold harmless FCSS and the Fresno County Board of Education and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney’s fees and costs, resulting from, arising out of, or caused by Contractor’s failure to comply with this Subsection. Contractor’s obligations and liabilities under this Subsection shall survive the termination of this Agreement and are not limited to or by any insurance that Contractor maintains but apply to the full extent permitted by law without regard to whether such insurance covers the obligations and liabilities.

1A.3.2 **Tuberculosis Clearance Certification.** Contractor shall obtain from and complete, sign, and deliver to FCSS a Tuberculosis Clearance Certification or provide FCSS with documentation satisfactory to FCSS that each Contractor Staff who will provide the Services has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If, during the Contract Term, any of Contractor’s employees who are providing the Services are determined to have active tuberculosis, Contractor shall immediately remove such employees from providing the Services.

Section 1A.4 Certification Regarding Debarment, Suspension, and Other Ineligibility. If this Agreement is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

ARTICLE 2 PAYMENT.

Section 2.1 Amount of Compensation. As full consideration and compensation for Contractor’s performance of the Services, FCSS shall pay Contractor in accordance with each Service Schedule. The sum of all Service Schedule Amounts is referred to as the “**Contract Amount**”.

Section 2.2 Method and Schedule of Payment.

2.2.1 **Contractor Invoice.** FCSS shall pay to Contractor the Contract Amount pursuant to written invoice by Contractor, which invoice shall be submitted to FCSS by the 15th day of each month and state, at a minimum, the following: (A) the Service Schedule No. and Item No. pursuant to which Services were provided; (B) the period for which Contractor is requesting payment for Services provided; (C) the first initial and last name of the Contractor Staff who provided the Services; (D) a description of the Services provided, including the dates and hours during which Services were provided; and (E) the amount for which payment is requested including a breakdown of the amount based on the Services provided. By submission of each invoice, Contractor certifies under penalty of perjury that to the best of its knowledge, understanding, and belief, the information and amounts claimed in the invoice are true and correct.

2.2.2 **FCSS Review and Approval of Invoice.** FCSS shall review and approve all invoices before payment to Contractor. Upon receipt of an invoice and if FCSS has any objections to it and/or requires additional information or supporting documentation, FCSS shall notify Contractor and Contractor shall provide FCSS with the required additional information and/or supporting documentation within five business days of

Contractor's receipt of FCSS' notice. FCSS shall pay Contractor no later than 30 days after FCSS receives and approves an invoice submitted by Contractor. If FCSS does not approve an invoice, FCSS shall notify Contractor in writing stating the reason(s) why FCSS did not approve the invoice. Contractor may re-invoice FCSS to cure the defects identified in FCSS' notice. The revised or new invoice will be treated as a new invoice. Contractor's acceptance of a payment under this Agreement shall constitute and operate as a release of all claims and liabilities by Contractor against FCSS for any additional compensation or payment under this Agreement relating to or for the Services for which the payment was made. However, FCSS' payment shall in no way relieve Contractor of Contractor's obligations under this Agreement or for deficient or defective work discovered after payment.

ARTICLE 3 TERMINATION OF AGREEMENT; SUSPENSION OF SERVICES.

Section 3.1 Grounds for Termination. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party, with or without cause, may terminate this Agreement by notifying the other Party in writing at least 30 days before the effective date of termination.

Section 3.2 Additional Grounds for Termination. Despite any contrary provisions in this Agreement, FCSS, at its sole option and discretion, may terminate this Agreement during the Contract Term pursuant to any of the following by notifying Contractor in writing:

- 3.2.1 Conviction or Criminal Proceeding Involving Serious or Violent Felony. This Agreement shall terminate effective immediately if Contractor provides any Contractor Staff who is convicted or has a pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).
- 3.2.2 Non-Allocation of or Insufficient Allocated Funds. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if FCSS or the Fresno County Board of Education, and/or other government agencies and/or grant or funding entities from whom FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all funds to pay for this Agreement, fail to or determine not to appropriate or allocate funds for future payments under this Agreement, or fail or determine not to allocate funds in an amount sufficient to make future payments under this Agreement.
- 3.2.3 License, Certification, or Permit. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if Contractor must be licensed, certified, and/or hold any certain permit in order to perform the Services, and such license, certification, and/or permit has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.
- 3.2.4 Unauthorized Assignment or Transfer. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if Contractor assigns or transfers this Agreement in breach of Section 7.6.

Section 3.3 Rights and Obligations Upon Termination. Upon termination of this Agreement, School shall be paid only for Services that School performed in accordance with this Agreement before the effective date of termination, and for which School has submitted an invoice and documentation as required by FCSS. FCSS is not obligated to pay School for any Services that School has not performed or has not performed in accordance with this Agreement, and FCSS shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

Section 3.4 Force Majeure. A Party shall not be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay and the Party seeking relief has notified the other Party in writing of the occurrence of the Force Majeure Event, except that a failure to pay the Contract Amount shall not be excused by any Force Majeure Event where Contractor has performed the Services in accordance with this Agreement. A "Force Majeure Event" shall mean events or circumstances that are beyond a Party's reasonable control and occurring without that Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

Section 3.5 Suspension of Services. Despite any provisions to the contrary in this Agreement, FCSS shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term upon written

notice provided to Contractor at least 10 business days before the suspension, delay, or interruption begins, and stating the beginning date and ending date of the suspension, delay, or interruption (“**Suspension Period**”). Unless the Parties agree in writing otherwise, the following shall apply upon FCSS’ exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or compensation relating to, resulting from, or arising out of FCSS’ exercise of its right under this Section or the Suspension Period; (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period; and (3) the Contract Term shall remain the same.

ARTICLE 4 INSURANCE. Without limiting the indemnification of each party as stated herein, it is understood and agreed that FCSS and CONTRACTOR shall each maintain, at their own expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers’ compensation and employer’s liability. Evidence of Insurance, e.g. Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.

ARTICLE 5 INDEMNITY. FCSS 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 FCSS, 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), caused by the acts or omissions, or misconduct of FCSS or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FCSS of governmental immunities including California Government Code section 810 et seq. CONTRACTOR shall indemnify, hold harmless and defend FCSS 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, FCSS or any other person, and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expenses), caused by the acts or omissions, or misconduct of CONTRACTOR or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CONTRACTOR of governmental immunities including California Government Code section 810 et seq. In the event of acts, omissions, or misconduct on the part of FCSS or any of its officers, officials, 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. This section shall survive termination or expiration of this Agreement.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement. During any dispute, FCSS’ decision, for the time being, shall prevail, and Contractor shall perform this Agreement as directed by FCSS without prejudice to a final determination of the dispute. During a dispute regarding payment under this Agreement, FCSS shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, FCSS shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Amendment, and Severability. This Agreement constitutes, and is a complete and exclusive statement of, the Parties’ agreement pursuant to Code of Civil Procedure section 1856. This Agreement shall be amended or modified only by a writing executed by the Parties. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement, and the remaining provisions shall be construed to preserve the Parties’ intent and purpose in this Agreement.

Section 7.2 Applicable Law, Venue, and Interpretation. This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the appropriate state or federal court in Fresno County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by FCSS.

Section 7.3 Execution by Facsimile and in Counterparts. The Parties may sign this Agreement in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

Section 7.4 Independent Contractor. Contractor is retained as an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of FCSS. This Agreement shall not be construed to create an agency relationship, partnership, or joint venture between the Parties.

Section 7.5 Notices. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, *if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to:* Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

Section 7.6 Assignment, Transfer and Waiver. Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition runs.

ATTEST:

YVONNE SPENCE, CMC
CITY CLERK

By Sherril Badetocher
Deputy 12/3/12

APPROVED AS TO FORM

CITY ATTORNEY'S OFFICE

By: R. S. L. B. L. 11-28-12
Deputy

SERVICE SCHEDULE NO. 1

To Service Provider Agreement: FRESH After School Partnership Program

Contractor: 1

“School District”: Fresno Unified

“School Site” and Address: Lowell ES 171 N. Poplar Ave. Fresno, CA 93701

Item No.	Description of Services to be Provided by Contractor	Date(s) and Times Services are to be Provided	Address of Location(s) if Services Are Not Provided on above School Site	Amount of Compensation for Service	Payment Schedule (state when payment to be made and amount of each payment)
1	Fresno State is one of the 23 campuses of the California State University, one of the largest systems of higher education in the world. It is never too early to start looking at schools. It is essential to become familiar with the campus environment so come take one of our tours. Total number of participants 40. Date is subject to change	November 24, 2012 3:00pm-10:00pm	Fresno, Ca	\$1,540.00	Upon Completion
2	After School Science Program will provide 32 Informal Mobile Science Workshop sessions to instruct and coordinate informal science for the students enrolled in the after school program 1-6	November 13, 2012 Thursdays 2:45pm-4:45pm		\$9,280.00	Payment made quarterly Q2, \$4,640.00 Q3, \$4,640.00
3	Students will learn about the mysteries of Alcatraz with two dynamic education programs offered by the National Park Service. Students can discover the many layers of history on the Island. Alcatraz served as a military post from 1854 to 1933; a federal penitentiary from 1934 to 1963; the site of American Indian Occupation for self-determination from 1969 to 1971; nesting site for thousands of birds	October 20, 2012 3:00pm-10:00pm	San Francisco, Ca	\$9,680.00	Upon Completion

	annually. Total number of participants 75. Date is subject to change.				
4	The Kings River is a major river of south-central <u>California</u> . About 125 miles long, it drains an area of the high western <u>Sierra Nevada</u> and the <u>Central Valley</u> . The river becomes an attraction for <u>whitewater rafting</u> . The Kings River system is extensively dammed for flood control, irrigation, and power generation. Total number of participants 50. Date is subject to change.	March 23, 2013 8:00am-6:00pm	King River, CA	\$3,300.00	Upon Completion
5	Through its five museums, the Carmel Mission addresses the history of one of California's most important heritage sites. The Basilica Church, a registered National Historic Landmark, is the centerpiece of the Mission. The Missions fine collection of Spanish Colonial Liturgical Art and Artifacts are displayed through the church. Total number of participants 75. Date is subject to change.	April 13,2013 7:00am-6:00pm	Carmel, CA	\$6,050.00	Upon Completion
6	The unique 28-acre National Historic Landmark District and State Historic Park is located along the beautiful Sacramento River. Bustling with activity, the district is alive with shopping, dining, entertainment, historical attractions and world-renowned museums set within the time of the California Gold Rush and the Transcontinental Railroad. Total number of participants 75. Date is subject to change.	April 27, 2013 9:00am-8:00pm	Sacramento, CA	\$6,600.00	Upon Completion

7	After School Science Program will provide the excursion for families chosen by the program administration. Famcamp introduces camping to families who would otherwise not have the opportunity to have an overnight outdoor experience. We look to strengthen human relations by teaching a new form of outdoor literacy. The trip cost will include staffing, meals, transportation, and all camping equipment. Total number of participants 80. Date is subject to change.	May 10-12, 2013 3:00pm-5:00pm	Shaver Lake, CA	\$9,000.00	Upon Completi
8	After School Science Program will provide 1 Family Science Night. Family involvement is the key to student successes. Research confirms that when parents are engaged, student's academic performance increases. Date is subject to change.	May 23, 2013 4:00pm-7:00pm		\$1,732.50	Upon Completi
"Service Schedule Amount" (sum of all Amounts of Compensation for Services):				\$47,182.50	

The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Service Schedule Amount, and all terms and conditions in this Service Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Service Schedule.

By: 
 Print Name: Miguel Naranjo
 Title: Principal
 Date: 10/29/12

By: _____
 Print Name: _____
 Title: _____
 Date: _____

SERVICE SCHEDULE NO. 2

To Service Provider Agreement: FRESH After School Partnership Program

Contractor: 1

“School District”: Golden Plains Unified

“School Site” and Address: San Joaquin ES 8535 South Ninth San Joaquin, CA 93660

Item No.	Description of Services to be Provided by Contractor	Date(s) and Times Services are to be Provided	Address of Location(s) if Services Are Not Provided on above School Site	Amount of Compensation for Service	Payment Schedule (state when payment to be made and amount of each payment)
1	Provide: After School Science Program will provide 60 Informal Science sessions to instruct and coordinate informal science for the students enrolled in the after school program 1-6	November 13, 2012 Mondays and Thursday 3:00pm-5:00pm		\$9,240.00	Payments made quarterly Q1 \$3,080.00 Q2 \$3,080.00 Q3 \$3,080.00
2	After School Science Program will provide the excursion for students chosen by the program. Monterey Bay Aquarium is inspired on action for conservation of the oceans. Students will learn what they are doing at the state and federal levels to protect the oceans and how you can help a future with healthy oceans. The trip cost will include staffing, snacks, and transportation. Date subject to change. 76 participants	March 22, 2012 6:00 am-8:00 pm	Monterey, CA	\$3,500.00	Upon Completion
3	After School Science Program will provide the excursion for students chosen by the program. Monterey Bay Aquarium is inspired on action for conservation of the oceans. Students will learn what they are doing at the state and federal levels to protect the oceans and how you can help a future with healthy oceans. The trip cost will include staffing, snacks, and transportation. Date subject to change. 76 participants				Upon Completion

“Service Schedule Amount” (sum of all Amounts of Compensation for Services):				\$12,740.00	

The undersigned, being the authorized agent of School District and the School Site (“School Authorized Agent”), hereby approve the above-stated Services, Service Schedule Amount, and all terms and conditions in this Service Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Service Schedule.

By: *Christopher S. Wilson*
 Print Name: Christopher S. Wilson
 Title: Principal
 Date: 10/26/2012

By: _____
 Print Name: _____
 Title: _____
 Date: _____

SERVICE SCHEDULE NO. 3

To Service Provider Agreement: FRESH After School Partnership Program

Contractor: 1

“School District”: Fresno Unified

“School Site” and Address: Burroughs ES 166 N. Sierra Vista Ave. Fresno, CA 93702

Item No.	Description of Services to be Provided by Contractor	Date(s) and Times Services are to be Provided	Address of Location(s) if Services Are Not Provided on above School Site	Amount of Compensation for Service	Payment Schedule (state when payment to be made and amount of each payment)
1	Provide: After School Science Program will provide 30 Informal Science sessions to instruct and coordinate informal science for the students enrolled in the after school program 1-6	November 13, 2012 2:30pm-4:30pm		\$4,620.00	Payments made quarterly Q1 \$1,540.00 Q2 \$1,540.00 Q3 \$1,540.00
2	After School Science Program will provide 1 Family Science Night. Family involvement is the key to student successes. Research confirms that when parents are engaged, student’s academic performance increases.	April 25, 2012 4:00pm-7:00pm		1,732.50	Upon Completion
“Service Schedule Amount” (sum of all Amounts of Compensation for Services):				\$6,352.50	

The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Service Schedule Amount, and all terms and conditions in this Service Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Service Schedule.

By: Carlos Castillo
Print Name: Carlos Castillo
Title: Principal
Date: 10/29/12

By: _____
Print Name: _____
Title: _____
Date: _____

SERVICE SCHEDULE NO. 4

To Service Provider Agreement: FRESH After School Partnership Program

Contractor: 1

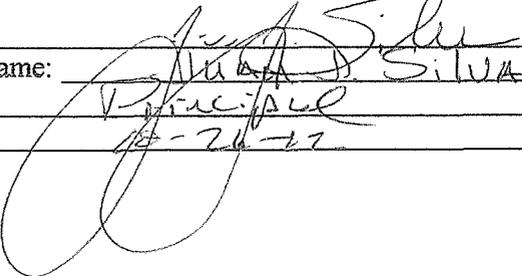
“School District”: Fresno Unified

“School Site” and Address: Sunset ES 1755 S. Crystal Ave. Fresno, CA 93706

Item No.	Description of Services to be Provided by Contractor	Date(s) and Times Services are to be Provided	Address of Location(s) if Services Are Not Provided on above School Site	Amount of Compensation for Service	Payment Schedule (state when payment to be made and amount of each payment)
1	After School Science Program will provide 1 Family Science Night. Family involvement is the key to student successes. Research confirms that when parents are engaged, student’s academic performance increases. Date is subject to change.	January 23, 2013 4:00pm-7:00pm		\$1,732.50	Upon Completion
2	After School Science Program will provide the excursion for students chosen by the after school program to participate on the Monterey Bay Aquarium field trip. Students are inspired on actions for conservation of the oceans. Students will learn what they are doing at the state and federal levels to protect the oceans and how you can help a future with healthy oceans. The trip cost will include staffing, snacks, and transportation. Date is subject to change.	January 11, 2013	Monterey, CA	\$3,500.00	Upon Completion
3	After School Science Program will provide a one hour presentation by Master falconer and naturalist-educator Cat Krosschell, of Fresno. She is accompanied by a live peregrine falcon, a red-tailed hawk and a great	March 22, 2013 3:00 pm - 4:00 pm		\$605.00	Upon Completion

	horned owl. Date is subject to change.				
"Service Schedule Amount" (sum of all Amounts of Compensation for Services):				\$5,837.50	

The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Service Schedule Amount, and all terms and conditions in this Service Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Service Schedule.

By: 
 Print Name: ANA J. SILVA
 Title: Principal
 Date: 12-26-17

By: _____
 Print Name: _____
 Title: _____
 Date: _____

This page intentionally left blank.

AGREEMENT
Between
CLOVIS UNIFIED SCHOOL DISTRICT
And the
CITY OF FRESNO

ASES/21ST CENTURY
2012-2013

GENERAL INFORMATION

CUSD:
CUSD Department: After School Programs
Program: ASES/21st
Contact Person: Cheri ~~Palmer~~ Palmer

Contractor:
Contractor: City of Fresno
Contractor Department/Address: Fresno City Parks and Recreation
848 M Street
Fresno, CA 93721
Contractor's Contact Person: Bruce A. Rudd
Contractor's Taxpayer Identification Number or SSN: 94-6000338
Program Provider: Clovis Unified School District
Child Development

District:
School Site/Address: Clovis Unified School District
Jefferson Elementary
1880 Fowler Ave
Clovis, CA 93611

This Agreement is made and entered into this 17th day of September 2012, by and between Clovis Unified School District (hereinafter referred to as "CUSD"), and the City of Fresno (hereinafter referred to as "CONTRACTOR").

1. CONTRACTOR Services. CONTRACTOR, through its Parks, After School, Recreation and Community Services Department, agrees to provide: One (1) Leader(s) (hereinafter "Leader") to instruct and coordinate Informal Science (hereinafter "Science") instruction for students enrolled in the After School Program and provide one (1) Family Science Night located at Clovis Unified School District's Jefferson Elementary School.

Leader shall be responsible for providing such services for each school days (31) of the After School Program is operated at the site from approximately 1 p.m. to 7 p.m. A school day of service shall consist of six (6) hours. The program shall consist of a maximum of thirty-one (31) days. The After School Program operates according to the school site's calendar, which begins on August 20, 2012 and concludes June 7, 2013.

2. CONTRACTOR Qualifications. CONTRACTOR represents that it has in effect all licenses, permissions, and legal qualifications to perform this Agreement, including:
 - a. Fingerprinting. CONTRACTOR expressly acknowledges and certifies that:
 - i. CONTRACTOR and all of its employees, agents, and consultants (hereinafter collectively "employees") working on a school site do not have a record of conviction for any serious felony and understand that they must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1, and that proof of such Department of Justice clearance is to be provided to the CUSD prior to CONTRACTOR or its employees working at site;
 - ii. CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony;
 - iii. CONTRACTOR shall certify in writing to the CUSD that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and
 - iv. CONTRACTOR shall provide to CUSD a list of names of its employees who may come in contact with students.
 - b. TB Clearance. CONTRACTOR expressly acknowledges and certifies that pursuant to Education Code section 49406 all employees that shall come into contact with students has submitted to an examination within the last 60 days to determine that he/she is free of active tuberculosis, or has on file, such determination that is still current and not expired.
3. Term. This Agreement shall begin on September 17, 2012, and shall terminate on June 7, 2013. There shall be no extension of the term of the agreement without a written agreement signed by both parties.
4. Compensation. CUSD shall pay CONTRACTOR a maximum of Six Thousand Three Hundred Fifty Two Dollars and 50/100s (\$6,352.50) for all services and materials provided under the terms of this Agreement. Such compensation includes the following [(max compensation amount listed in paragraph 4a) + (amount listed in paragraph 4b) + (amount listed in paragraph 4c)] CUSD agrees to pay Contractor within thirty (30) days of receipt of invoice.
 - a. Maximum payment to CONTRACTOR for Leader services shall not exceed Four Thousand Two Hundred Seventy Five Dollars and 00/100s (\$4,275.00).
 - b. Payment to the CONTRACTOR of One Thousand Five Hundred Dollars and 00/100s (\$1,500.00) for the cost of materials, supplies, and deliverables related to CONTRACTOR'S performance of services under the terms of this Agreement.
 - c. Payment to the CONTRACTOR of 10% of the sum of paragraphs 4a and 4b in the amount of Five Hundred Seventy Seven Dollars and 50/100s (\$577.50) related to CONTRACTOR'S performance of services under the terms of this Agreement.
5. 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.
6. Termination of Agreement. Either CUSD or CONTRACTOR may terminate this Agreement at

6. Termination of Agreement. Either CUSD or CONTRACTOR may terminate this Agreement at any time for any reason upon thirty (30) days written notice. In the event of early termination, CONTRACTOR shall be paid for satisfactory work performed to the date of termination. CUSD may then proceed with the work in any manner CUSD deems proper.
7. Indemnification. 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct 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.

8. Insurance. It is understood and agreed that Contractor and District maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.
9. Independent CONTRACTOR Status. While engaged in carrying out the terms and conditions of this Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, agent, partner, or joint venture of CUSD.
10. Worker's Compensation Insurance. CONTRACTOR agrees to provide all necessary Workers' Compensation insurance for CONTRACTOR'S employees, if any, at CONTRACTOR'S own cost and expense.
11. Taxes. CONTRACTOR agrees that CONTRACTOR has no entitlement to any future work from CUSD or to any employment or fringe benefits from CUSD. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required.

CUSD will not withhold any money from compensation payable to CONTRACTOR. In particular, CUSD 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.

12. 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 of CUSD.
13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the CONTRACTOR and CUSD and their respective successors and assigns.
14. 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.
15. 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.
16. 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.
17. Written Notice. Written notice shall be deemed to have been duly served if sent by certified return receipt mail to:

CUSD:

Clovis Unified School District
After School Program
Attention: Michael Johnston
Assistant Superintendent of Business
1735 David E. Cook Way
Clovis, CA 93611

CONTRACTOR:

Fresno City Parks and Recreation Department
Attention: Bruce A. Rudd
Assistant City Manager
848 M Street
Fresno, California 93721

cc: Jefferson Elementary
1880 Fowler Ave
Clovis, CA 93611

18. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors (if applicable) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), medical condition (cancer related), marital status, age (over 40), gender, sexual preference, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated hereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

19. Compliance with Law. 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.
20. 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.
21. 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.

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

CUSD

Clovis Unified School District



Michael Johnston
Assistant Superintendent of Business

REVIEWED BY:

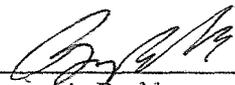


Cheri Palmer, Site Coordinator
Clovis Unified School District

Palmer

CONTRACTOR

City of Fresno
Parks, After School Recreation and Community
Services Department



Bruce A. Rudd
Assistant City Manager, Fresno PARCS

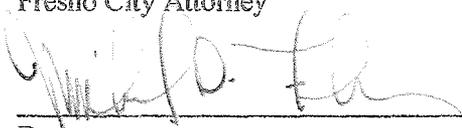
ATTEST:

~~REBECCA KLISCH~~ Yvonne Spence
Clerk, City of Fresno



Deputy

APPROVED TO AS FORM:
Fresno City Attorney



Deputy

Date: 10/19/12

This page intentionally left blank.

**AGREEMENT
Between
KRATT ELEMENTARY
And the
CITY OF FRESNO**

**Kratt Elementary
2012-2013**

GENERAL INFORMATION

FUSD:

FUSD Department: Kratt Elementary
Program: Parent Teacher Association
Contact Person: Ryan Duff

Contractor:

Contractor: City of Fresno
Contractor Department/Address: Fresno City Parks and Recreation
1515 Divisadero St.
Fresno, CA 93721
Contractor's Contact Person: Bruce A. Rudd
Contractor's Taxpayer Identification Number or SSN: 94-6000338

Program Provider:

Kratt Elementary
Parent Teacher Association

District: Fresno Unified School District
School Site/Address: Kratt Elementary
650 W. Sierra
Fresno, CA 93704

This Agreement is made and entered into this 10th day of September 2012, by and between Parent Teacher Association in Fresno Unified School District (hereinafter referred to as "PTA"), and the City of Fresno (hereinafter referred to as "CONTRACTOR").

1. CONTRACTOR Services. CONTRACTOR, through its Parks, After School, Recreation and Community Services Department, agrees to provide: Eighty five (85) science sessions located at Fresno Unified School District's Kratt Elementary School.

Leader shall be responsible for providing the above services for each school day (85) of the Informal Science Program which is operated at the site from approximately 8 a.m. to 2 p.m. A school day of service shall consist of six (6) hours. The program shall consist of a maximum of eighty five (85) days. The Science School Program operates according to the school site's calendar, which begins on August 20, 2012 and concludes June 13, 2013.

2. CONTRACTOR Qualifications. CONTRACTOR represents that it has in effect all licenses, permissions, and legal qualifications to perform this Agreement, including:
 - a. Fingerprinting. CONTRACTOR expressly acknowledges and certifies that:
 - i. CONTRACTOR and all of its employees, agents, and consultants (hereinafter collectively "employees") working on a school site do not have a record of

conviction for any serious felony and understand that they must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1, and that proof of such Department of Justice clearance is to be provided to the PTA prior to CONTRACTOR or its employees working at site;

- ii. CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony;
- iii. CONTRACTOR shall certify in writing to the PTA that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and
- iv. CONTRACTOR shall provide to PTA a list of names of its employees who may come in contact with students.

b. TB Clearance. CONTRACTOR expressly acknowledges and certifies that pursuant to Education Code section 49406 all employees that shall come into contact with students has submitted to an examination within the last 60 days to determine that he/she is free of active tuberculosis, or has on file, such determination that is still current and not expired.

3. Term. This Agreement shall begin on September 10, 2012, and shall terminate on June 13, 2013. There shall be no extension of the term of the agreement without a written agreement signed by both parties.
4. Compensation. Parent Teacher Association shall pay CONTRACTOR a maximum of Eleven Thousand Nine Hundred Twenty One Dollars and 25/100s (\$11,921.25) for all services and materials provided under the terms of this Agreement. Such compensation includes the following [(max compensation amount listed in paragraph 4a) + (amount listed in paragraph 4b) + (amount listed in paragraph 4c)] Parent Teacher Association agrees to pay Contractor within thirty (30) days of receipt of invoice.
 - a. Maximum payment to CONTRACTOR for Leader services shall not exceed Seven Thousand Six Hundred Fifty Dollars and 00/100s (\$7,650.00).
 - b. Payment to the CONTRACTOR of Three Thousand One Hundred Eighty Seven Dollars and 50/100s (\$3,187.50) for the cost of materials, supplies, and deliverables related to CONTRACTOR'S performance of services under the terms of this Agreement.
 - c. Payment to the CONTRACTOR of 10% of the sum of paragraphs 4a and 4b in the amount of One Thousand Eighty Three Dollars and 75/100s (\$1,083.75) related to CONTRACTOR'S performance of services under the terms of this Agreement.
5. 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.
6. Termination of Agreement. Either Parent Teacher Association or CONTRACTOR may terminate this Agreement at any time for any reason upon thirty (30) days written notice. In the event of early termination, CONTRACTOR shall be paid for satisfactory work performed to the date of termination. PTA may then proceed with the work in any manner PTA deems proper.

7. Indemnification. Contractor shall indemnify, hold harmless and defend PTA 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 PTA, 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

PTA 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, PTA 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 have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of PTA 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 PTA 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.

8. Insurance. It is understood and agreed that Contractor and PTA maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.
9. Independent CONTRACTOR Status. While engaged in carrying out the terms and conditions of this Agreement, the CONTRACTOR is an independent contractor, and not an officer, employee, agent, partner, or joint venture of PTA.
10. Worker's Compensation Insurance. CONTRACTOR agrees to provide all necessary Workers' Compensation insurance for CONTRACTOR'S employees, if any, at CONTRACTOR'S own cost and expense.
11. Taxes. CONTRACTOR agrees that CONTRACTOR has no entitlement to any future work from PTA or to any employment or fringe benefits from PTA. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. PTA will not withhold any money from compensation payable to CONTRACTOR. In particular, PTA 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.

12. 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 of PTA.
13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the CONTRACTOR and PTA and their respective successors and assigns.
14. 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.
15. 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.
16. 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.
17. Written Notice. Written notice shall be deemed to have been duly served if sent by certified return receipt mail to:

FUSD:

Fresno Unified School District
Parent Teacher Association
Attention: Ryan Duff
Principal, Kratt Elementary
Kratt Elementary
650 W. Sierra
Fresno, CA 93704

CONTRACTOR:

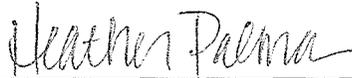
Fresno City Parks and Recreation Department
Attention: Bruce A. Rudd
Assistant City Manager
1515 Divisadero St.
Fresno, California 93721

18. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors (if applicable) shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), medical condition (cancer related), marital status, age (over 40), gender, sexual preference, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated hereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
19. Compliance with Law. 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.

20. 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.
21. 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.

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

Parent Teacher Association
Fresno Unified School



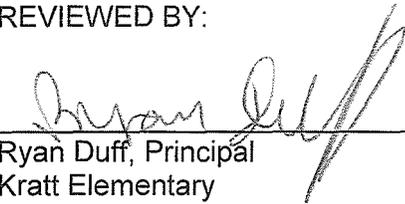
Heather Palma, PTA President
Kratt Elementary

CONTRACTOR
City of Fresno
Parks, After School Recreation and Community
Services Department



Bruce A. Rudd
Assistant City Manager , Fresno PARCS

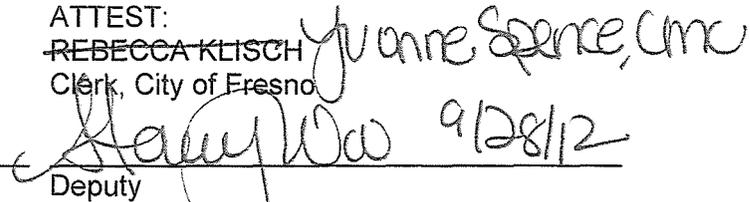
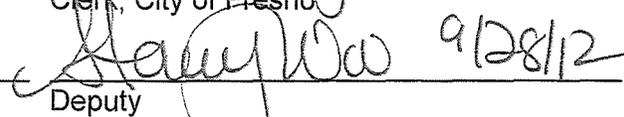
REVIEWED BY:



Ryan Duff, Principal
Kratt Elementary

ATTEST:

~~REBECCA KLISCH~~
Clerk, City of Fresno

 Juonne Science, Clerk
 Harry Wu 9/28/12
Deputy

APPROVED TO AS FORM:
Fresno City Attorney


MICHAEL D. FLORES
Deputy City Attorney

Date: 9/27/12

This page intentionally left blank.

RECEIVED

JAN 31 2013

Fresno Unified School District Contract Checklist

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

1. Vendor: City of Fresno Parks & Rec 848 M Street (3rd Floor) Fresno, CA 93721
 Name Address
621-2900 Bruce Rudd
 Phone Number Contact

2. Term (Duration): January 14, 2013 through June 30, 2013

3. Contract Administrator: Glenn Starkweather

Department: McLane and Fresno After School Programs Telephone Number: 248-7461

4. Budget: 060-0790-0191-1988-4000-5899 (After School Budget)

5. Annual Cost: \$14,999 (Contract will not be authorized to exceed this amount w/o BOE approval.)

6. Finger Print Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

7. Scope of Work Summary: Contractor agrees to provide the City Youth Job Preparation Program at McLane and Fresno High Schools. This program will provide a focus on career mapping/goal setting, entrepreneurship, Job Skills Boot Camp, internships, job oriented educational field trips and assistance in identification of potential employment.

8. Date Item is to appear on Board of Education Agenda: _____
(Contracts of \$15,000 or more)

9. Date reviewed and approved by Exception Committee: _____
(Please attach form)

10. Reviewed and approved by Cabinet Level Officer: _____
Date FEB 12 2013

11. Reviewed & approved by Director, Risk Management: _____
Date 2/11/13

Please return signed contract to: Peggy Lucio Extended Learning 248-7461
Name Dept. Phone

BOE
8-8-12
A-4

This page intentionally left blank.

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

GENERAL INFORMATION:

School/Department: After School Program
 Budget Class: 0191 After School Program Budget
 District Contact Person: Glenn Starkweather
 Budget Manager Approval: Glenn Starkweather
 Contractor: City of Fresno Parks, After School, Recreation and
Community Services

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

This Independent Contractor Services Agreement is made and entered into effective January 14, 2013 (the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno Youth Job Preparation Program ("Contractor").

- Contractor Services.** Contractor agrees to provide: Contractor agrees to provide the City Youth Job Preparation Program at McLane and Fresno High Schools. This program will provide a focus on career mapping/goal setting, entrepreneurship, Job Skills Boot Camp, internships, job oriented educational field trips and assistance in identification of potential employment.

21 st Century (1 High School)	City of Fresno BEST Program
1. McLane High School	\$8,999
2. Fresno High School	\$6,000

The parties anticipate that Contractor will provide these services 118 days at 2 hours per day.

- 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.
- Term.** This Agreement shall begin on **January 14, 2013** and shall terminate on **June 30, 2013**. There shall be no extension of the term of the agreement without express written consent of all parties.
- Payment.** District agrees to pay Contractor at following rate of \$8,999 per year for services at McLane High School and \$6,000 per year for services at Fresno High School. Checks will be made payable to City of Fresno Youth Job Preparation Program. 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.
- Incidental Expenses:**
 - Lodging \$ 0 Actual cost of single occupancy. Not to exceed \$100 per night.
*Receipt Required.
 - Meals \$ 0 Reimbursement limited to actual cost up to the following rates:

- c. Travel \$ 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): **\$14,999**

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 that 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.

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 and District maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and authorized volunteers. Evidence of Insurance, e.g., 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. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' 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; or 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

Contractor:

Bruce Rudd
City of Fresno Parks, After School, Recreation
and Community Services Department
848 M Street (3rd Floor)
Fresno, CA 93721-1115

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

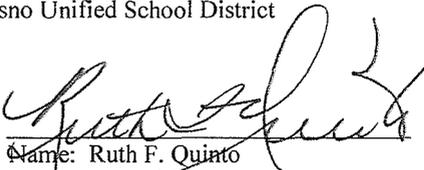
20. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and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

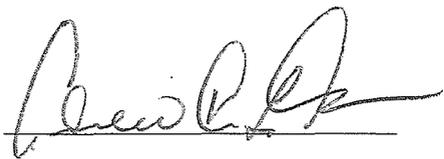
Fresno Unified School District

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

CONTRACTOR

 By: 
 Name: Bruce Donald
 Title: Dist. City Manager

Approved As To Form:

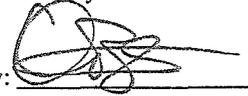


Date: 2/1/13

ATTEST:
 YVONNE SPENCE
 Clerk, City of Fresno

By:  2/2/13
 Deputy Date

APPROVED AS TO FORM:
 FRANCINE M. KANNE
 Interim City of Fresno Attorney

By: 
 Deputy DOBRE Date 1/25/13

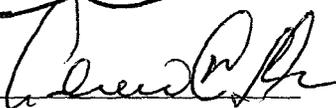
Rev'd

RECEIVED

Fresno Unified School District
Contract Checklist

JAN 31 2013

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

1. Vendor: City of Fresno Parks & Rec 848 M Street (3rd Floor) Fresno, CA 93721
 Name Address
621-2900 Bruce Rudd
 Phone Number Contact
2. Term (Duration): January 14, 2013 through June 30, 2013
3. Contract Administrator: Glenn Starkweather
 Department: Sunnyside ASSET Program Telephone Number: 248-7461
4. Budget: 060-0421-4124-1988-4000-5899 (21st Century for high schools)
5. Annual Cost: \$7,000 (Contract will not be authorized to exceed this amount w/o BOE approval.)
6. Finger Print Requirements: All individuals providing services Yes No
 under this contract are in compliance with the requirements
 of the "Michelle Montoya" Act, as required therein.
7. Scope of Work Summary: **Contractor agrees to provide the City Youth Job Preparation Program at Sunnyside High School. This program will provide a focus on career mapping/goal setting, entrepreneurship, Job Skills Boot Camp, internships, job oriented educational field trips and assistance in identification of potential employment.**
8. Date Item is to appear on Board of Education Agenda: _____
 (Contracts of \$15,000 or more)
9. Date reviewed and approved by Exception Committee: _____
 (Please attach form)
10. Reviewed and approved by Cabinet Level Officer:  FEB 12 2013
 Date
11. Reviewed & approved by Director, Risk Management:  2/11/13
 Date

Please return signed contract to: Peggy Lucio Extended Learning 248-7461
 Name Dept. Phone

This page intentionally left blank.

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

GENERAL INFORMATION:

School/Department: After School Program
 Budget Class: 21st Century Grant
 District Contact Person: Glenn Starkweather
 Budget Manager Approval: Glenn Starkweather
 Contractor: City of Fresno Parks, After School, Recreation and
Community Services

Contractor's Contact Person: Bruce Rudd
 Contractor's Taxpayer Identification # or SSN: 94-6000338
 Requisition #: RQS 0421 41240014050

This Independent Contractor Services Agreement is made and entered into effective **January 14, 2013** (the "Effective Date") by and between the **Fresno Unified School District** ("District") and **City of Fresno Youth Job Preparation Program** ("Contractor").

8. Contractor Services. Contractor agrees to provide: **Contractor agrees to provide the City Youth Job Preparation Program at Sunnyside High School. This program will provide a focus on career mapping/goal setting, entrepreneurship, Job Skills Boot Camp, internships, job oriented educational field trips and assistance in identification of potential employment.**

21st Century (1 High School)	City of Fresno BEST Program
1. Sunnyside	\$7,000

The parties anticipate that Contractor will provide these services **98** days at **2** hours per day.

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 **January 14, 2013** and shall terminate on **June 30, 2013**. 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 \$_____ per _____. Checks will be made payable to **City of Fresno BEST Program**. 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 will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$ 0 _____ As negotiated with school/department contracting for service.

e. **Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$7,000**

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 that 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.

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 and District maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and authorized volunteers. Evidence of Insurance, e.g., 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. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' 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; or 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

Contractor:

Bruce Rudd
**City of Fresno Parks, After School, Recreation
and Community Services Department**
848 M Street (3rd Floor)
Fresno, CA 93721-1115

c: Andrew De La Torre
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.
- 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: Deputy Superintendent/CFO

CONTRACTOR

City of Fresno

By: 
 Name: Bruce Dardel
 Title: Asset City Manager

Approved As To Form:

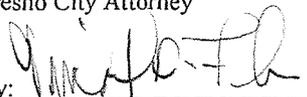


Date: 2/1/13

ATTEST:
YVONNE SPENCE
Clerk, City of Fresno

By:  2/2/13
 Deputy Date

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

By:  12/21/12
 Deputy Date

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 43rd AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2012-125 APPROPRIATING \$162,000 IN THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE INFORMAL SCIENCE PROGRAM FOR FRESNO COUNTY OFFICE OF EDUCATION, FRESNO UNIFIED SCHOOL DISTRICT, AND CLOVIS UNIFIED SCHOOL DISTRICT AND THE FRESNO BEST PROGRAM AT FRESNO UNIFIED SCHOOL DISTRICT RUNNING THROUGH JUNE 30, 2013

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

THAT PART III of the Annual Appropriation Resolution No. 2012-125 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: PARKS, AFTER SCHOOL, RECREATION & COMMUNITY SERVICES DEPARTMENT PARCS Contracted Services	\$ 162,000

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

PARCS Contracted Services

Revenues:

Account: 33809 Fresno Unified School District	\$ <u>22,000</u>
Fund: 24048	
Org Unit: 170602	

Total Revenues	\$ <u>22,000</u>
----------------	------------------

Appropriations:

Account: 51101 Permanent Salaries	\$ 13,900
51102 Permanent Fringe	5,300
53402 Specialized Services /Tech	<u>2,800</u>

Fund: **24048**
Org Unit: **170602**

Total Appropriations	\$ <u>22,000</u>
----------------------	------------------

Date Adopted:
Date Approved:
Effective Date:

Resolution No.

	<u>Increase/(Decrease)</u>
Revenues:	
Account: 33809 Fresno Unified School District	\$ 61,600
33810 Clovis Unified School District	6,300
33847 Fresno County Office of Educat	<u>72,100</u>
Fund: 24048	
Org Unit: 170603	
Total Revenues	<u>\$ 140,000</u>
Appropriations:	
Account: 51101 Permanent Salaries	\$ 9,200
51102 Permanent Fringe	3,500
51201 Non-Permanent Salaries	50,600
51202 Non-Permanent Fringe	4,000
53402 Specialized Services /Tech	4,000
56120 Athletic & Recreation	<u>68,700</u>
Fund: 24048	
Org Unit: 170603	
Total Appropriations	<u>\$ 140,000</u>

THAT the purpose is to appropriate \$162,000 in the Parks, After School, Recreation and Community Services Department to conduct the Informal Science Program at eight elementary schools and the Fresno Best Program at three high schools running through June 30, 2013.

CLERK'S CERTIFICATION

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

I, YVONNE SPENCE, 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 _____, 2013

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2013
Mayor Approval/No Return: _____, 2013
Mayor Veto: _____, 2013
Council Override Veto: _____, 2013

YVONNE SPENCE, CMC
City Clerk

Date Adopted:
Date Approved:
Effective Date:

Resolution No.

This page intentionally left blank.