

15
7/21/11

Fresno Unified School District Contract Checklist

1. Vendor: City of Fresno Parks & Rec 1515 Divisadero, Fresno, Ca 93721
Name Address
621-2900 Bruce Rudd
Phone Number Contact

2. Term (Duration): August 11, 2011 through June 30, 2012

3. Contract Administrator: Glenn Starkweather

Department: 21st Century/ASES After School Program Telephone Number: 248-7461

4. Budget: 060-various dept-1981-1000-5899-6010 (ASES for middle schools) or
060-various dept-1987-1000-5899-4124 (21st Century for high schools)

5. Annual Cost: \$118,000 (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 of Fresno BEST program to Ahwahnee, Edison-Computech, Fresno, McLane, and Sunnyside, and Edison High School. The BEST program includes career, college exploration, tutoring and leadership development.**

The BEST program at Edison has been enhanced to provide additional focus on career mapping/goal setting, entrepreneurship, Job Skills Boot Camp, internships, and two Job Fairs

8. Date Item is to appear on Board of Education Agenda: 8/10/11
(Contracts of \$15,000 or more)

9. Date reviewed and approved by Exception Committee: n/a
(Please attach form)

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

11. Reviewed & approved by Director, Risk Management: [Signature] 8/10/11
Date

Please return signed contract to: _____
Name Dept. Phone

Please return signed contract to:
Debby Yenser State & Federal 457-3843

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

GENERAL INFORMATION:

School/Department: After School Program
 Budget Class: ASES Grant
 District Contact Person: Glenn Starkweather
 Budget Manager Approval: Glenn Starkweather
 Contractor: City of Fresno Parks 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 August 11, 2011 (the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno BEST Program ("Contractor").

- Contractor Services. Contractor agrees to provide: the City of Fresno BEST program to Ahwahnee, Edison-Computech, Edison, Fresno, McLane, and Sunnyside. **The BEST program at Edison and Sunnyside High Schools has been enhanced to provide additional focus on career mapping/goal setting, entrepreneurship, Job Skills Boot Camp, internships, and two Job Fairs**

ASES (2 Middle Schools)		City of Fresno BEST Program
1. Ahwahnee	\$18,000	
2. Edison-Computech	\$18,000	
Total Middle School Cost	\$36,000	

21 st Century (4 High Schools)		City of Fresno BEST Program
3. Edison	\$28,000	
4. Fresno	\$18,000	
5. McLane	\$18,000	
6. Sunnyside	\$18,000	
Total High School Cost	\$82,000	

The parties anticipate that Contractor will provide these services 180 days at 4 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 **August 11, 2011**, and shall terminate on **June 30, 2012**. 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): \$118,000**
6. California Residency. Contractor is a resident of the state of California: X YES NO
If "NO", Contractor shall complete and attach California Form 590-Withholding Exemption Certificate.
7. Conflict of Interest. Contractor does not have, or anticipates having, any interest in real property, investments, business interests in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
8. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.
9. Indemnification. Contractor shall defend, indemnify, and hold harmless the District and 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 District, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of Contractor or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

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

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

This section shall survive termination or expiration of this Agreement

10. Insurance. It is understood and agreed that Contractor and District maintain insurance policies or self-insurance programs to fund their respective liabilities. 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. Worker's Compensation Insurance. Contractor agrees to provide all necessary worker's compensation insurance for Contractor's employees, in any, at Contractor's own cost and expense.
13. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
14. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the District.
15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
17. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.
19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

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

Contractor:

Bruce Rudd
City of Fresno Parks, After School, Recreation
and Community Services Department
1515 E Divisadero St
Fresno, CA 93721-1115

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.
 1. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
23. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
24. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
25. Board 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: _____
Title: _____

Approved As To Form:



Date: 8/10/11

ATTEST:
REBECCA KLISCH
Clerk, City of Fresno

By: _____
Deputy Date

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

By: _____
Deputy Bradley Date

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

DISTRICT

Fresno Unified School District

CONTRACTOR

City of Fresno

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

By:  _____
Name: Bruce A. Rudd
Title: Interim PARCS Director

Approved As To Form:

ATTEST:
REBECCA KLISCH
Clerk, City of Fresno

By:  9/16/11
Deputy Date

Date: _____

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

By:  7/8/11
Deputy Doerr Date

AGENDA ITEM NO.	1 J
COUNCIL MEETING	7/21/11
APPROVED BY _____	
DEPARTMENT DIRECTOR _____	
CITY MANAGER	

July 21, 2011

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

BY: SHAUN R. SCHAEFER, Community Recreation Supervisor II 
Parks, After School, Recreation and Community Services Department

SUBJECT: 1) APPROVAL OF A CONTRACT FOR \$118,000.00 WITH FRESNO UNIFIED SCHOOL DISTRICT FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE FRESNO BEST PROGRAM AT EDISON, FRESNO, MCLANE, AND SUNNYSIDE HIGH SCHOOLS AND AWAHNEE AND EDISON COMPUTECH MIDDLE SCHOOLS RUNNING THROUGH JUNE 30, 2012

2) A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 9TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2011-133 APPROPRIATING \$118,000.00 IN THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE FRESNO BEST PROGRAM AT EDISON, FRESNO, MCLANE, AND SUNNYSIDE HIGH SCHOOLS AND AWAHNEE AND EDISON COMPUTECH MIDDLE SCHOOLS RUNNING THROUGH JUNE 30, 2012 (DISTRICTS 1, 3, 5 & 7)

RECOMMENDATIONS

Staff recommends that the City Council approve the attached one-year agreement with the Fresno Unified School District (FUSD) and Annual Appropriation Resolution (AAR) and authorize the Director of Parks, After School, Recreation and Community Services (PARCS) to execute the agreement on behalf of the City. Approval of this contract and the corresponding appropriations will allow PARCS to receive up to \$118,000.00 in FY 2012 to cover staff and operating costs associated with providing a collaborative After School Fresno BEST program at all FUSD funded high schools and middle schools.

EXECUTIVE SUMMARY

The attached contractor service agreement was created by FUSD for consideration and approval by both the Council and the Fresno Unified School Board. The contractual agreement would establish a commitment at \$128,000.00 for a full reimbursement of services from FUSD. The contract will allow PARCS staff to begin implementation of the Fresno BEST Program at Edison, Fresno, McLane, and Sunnyside high schools and Awahnee and Edison Computech middle schools. The contract will begin in August of 2011 and will fund the Fresno BEST program for the duration of the 2011-2012 school year. Funding for the Fresno BEST program will supply the school site with operating costs and one 15-hour per week staff member to deliver programming. Staff will instruct in the following areas of job placement, application submissions, college and career exploration, financial literacy, and service learning opportunities. The staff costs and related overhead will be fully recovered under the agreement so no General Fund dollars are requested to implement the program.

Presented to City Council
Date 7-21-11
Disposition Approved
Res. 2011-149

An added benefit of this unified effort of Fresno BEST program providers (FUSD and PARCS), is that it will build the strength and leverage needed to acquire grant funds aimed at gang prevention that will serve youth from 9th through 12th grades. The Fresno BEST program will provide youth with a variety of activities and resources during the critical 3:00 p.m. – 6:00 p.m. after-school hours.

BACKGROUND

In FY 2006, Parks, After School, Recreation and Community Services (PARCS), in conjunction with Fresno Unified School District (FUSD) began to operate the first collaborative After School High School Program, Fresno BEST at Roosevelt High School. This 'pilot' program was conducted at one high school site in 2005. Due to the success of the 'pilot' Fresno BEST site, PARCS expanded the Fresno BEST program to four high school sites in FY 2007 to include Sunnyside, J.E. Young, Roosevelt and Fresno High Schools. In FY 2008, PARCS re-deployed the Literacy program resources to expand the Fresno BEST high school program to all sites and create the Jr. BEST middle school program. Programming efforts include hiring, training, instruction, materials, supervision, and program coordination.

FISCAL IMPACT

Acceptance of the grant funds will have no impact to the General Fund as up to \$118,000.00 of revenue will be received from FUSD as reimbursement for up to \$118,000.00 of program expenses, which includes a 10% administration fee.

K:\JosieK\Rept to CC/2011
7/7/11

Attachments: Contract with FUSD
 AAR

July 22, 2011

RECEIVED

Council Adoption: 07/21/11
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ASHLEY SWEARENGIN *Aug 1*
FROM: REBECCA E. KLISCH, CMC *rek* 2011 JUL 32 AM 9:05
City Clerk CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 07/21/11, Council adopted the attached Resolution No. 2011-149 entitled **9th amndmnt to AAR appro \$118,000, Fresno BEST program @ multiple schools w/in Fresno**, Item No. **1J-1**, by the following vote:

Ayes : Baines, Borgeas, Olivier, Quintero, Xiong, Brand
Noes : None
Absent : Westerlund
Abstain : None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before August 1, 2011. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Ashley Swearengin, Mayor

Date: 7/29/11

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes :
Noes :
Absent :
Abstain :