

**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: Fresno City Parks and Recreation Department
1515 Divisadero, Fresno CA 93721

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 14, 2013** (the "Effective Date") by and between the **Fresno Unified School District** ("District") and **Fresno City Parks and Recreation Department** ("Contractor").

- Contractor Services. Contractor agrees to provide: **Fresno City Parks and Recreation Department will provide trained staff to work within the FUSD Elementary After School Program. Parks and Recreation Department employees provide student supervision, enrichment activities, and the grant mandated physical fitness activities using the "SPARK" After School Fitness Program developed by San Diego State University.**

ASES # of CTFF	Total Days	Total Hrs.	Rate Per Hour	Total Cost
29	187	3.5	\$16.16	\$428,240 (Includes Staff Development provided by the City Parks Dept.)

- The parties anticipate that Contractor will provide these services **187** days at **3.5** hours per **elementary** site.
- 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 **August 14, 2013**, and shall terminate on **June 30, 2014**. 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 **\$16.16 per hr.** Checks will be made payable to **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.
- 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: Breakfast \$6.00, Lunch \$9.00, Dinner \$15.00. *Receipt Required.
 - 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): \$ 428,240**

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 anticipate 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, and 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**
428 M Street
Fresno, California 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

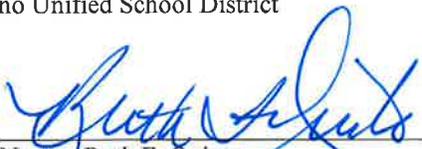
Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material 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

Approved As To Form:



Date: 7/22/13

CONTRACTOR

By: _____
Name: _____
Title: _____

ATTEST:
YVONNE SPENCE
Clerk, City of Fresno

By: _____
Deputy Date

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

By: _____
Deputy Date

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DISTRICT

Fresno Unified School District

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

Approved As To Form:

Date:

CONTRACTOR

City of Fresno PARCS Department

By:  _____
Name: **Bruce Rudd**
Title: **Director**

ATTEST
YVONNE SPENCE
Clerk, City of Fresno

By:  9/18/13
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T SLOAN
Fresno City Attorney

By:  9/16/13
Deputy Date