



Preparing Career Ready Graduates

Fresno Unified School District Contract Approval Form

APPROVED
August 12, 2015
Agenda Item: A-6

Vendor Name: City of Fresno Parks and Recreation ^{E.(CB)} 1515 N Divisadero Fresno Ca 93721
Address

(559) 621-2900 Manuel Mollinedo
Phone Number Vendor Contact

Term (Duration): 08/12/2015 through 06/30/2016

FUSD Contract Administrator: Eunique Johnson
Name

College & Career Readiness (559) 248-7461
Site/Department Telephone Number

Budget: 060-various dept-6010-1981-4000-5899
(Fund-Unit-Dept.-Activity-Object)

Annual Cost \$ 500,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Scope of Work Summary:

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

Date Item is to appear on Board of Education Agenda: August 12, 2015
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: [Signature] 5/26/15
Signed Date

Reviewed & approved by Director, Risk Management: [Signature] 7/30/15
Signed Date

Please return signed contract to: Peggy Lucio College and Career Readiness (559) 248-7535
Name Department Telephone



Fresno Unified School District Independent Contractor Services Agreement

Preparing Career Ready Graduates

GENERAL INFORMATION:

School/Department: **College & Career Readiness**

Budget: **060-various dept-6010-1981-4000-5899**

District Contact Person: **Eunique Johnson**

Budget Manager Approval: _____

Contractor Vendor Name: **City of Fresno Parks and Recreation**

Contractor's Contact Person: **Manuel Mollinedo**

Contractor's Title: **Director**

Contractor Phone Number: **(559) 621-2900**

Contractor E-mail: **Manuel.Mollinedo@fresno.gov**

Contractor Address: **1515 N Divisadero Fresno Ca 93721**

Contractor's Taxpayer ID# or SSN#: **94-6000338**

This Independent Contractor Services Agreement is made and entered into effective August 13th, 2015 (the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno Parks and Recreation ("Contractor").

- 1. Contractor Services. Contractor agrees to provide

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

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 08/13/2015, and shall terminate on 06/30/2016.

There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to Contractor at following rate of \$ 16.16 per hour. Checks will be made payable to City of Fresno Parks and Recreation. 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 detailed invoice.

5. Incidental Expenses:

a. Lodging \$ _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.

b. Meals \$ _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.

c. Travel \$ _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies \$ _____ As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 500,000

f. Other \$ _____ Administrative Fee Per New Hire _____

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

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?

Yes No

8. California Residency. Contractor is a resident of the state of California:

Yes No

9. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest 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.

10. 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.

11. 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.

12. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000,000) dollars per occurrence, tow million (\$2,000,000) annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractors policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.

13. 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 venture of the District.

14. 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.

15. 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.
16. 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 the District.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 to 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 Avenue
 Fresno, CA 93722

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

Contractor:

City of Fresno Parks and Recreation
 Manuel Mollinedo

Name

E. (C⁶)

1515 ~~N~~ Divisadero Fresno Ca 93721

Address

22. 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.
23. 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.
24. 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.

INSURANCE.

Required Insurance. Without limiting the indemnification of each party as stated herein, it is understood and agreed that DISTRICT and CITY shall each maintain, at their sole 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 employers liability as stated below. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.

Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for broad form property damage, bodily injury, -personal injury, and products and completed operations coverage of the same limits as the policy limits with a general aggregate of not less than \$2,000,000. This insurance shall include blanket contractual liability. This insurance shall be endorsed to include DISTRICT and it's agents, employees, Board of Trustees, members of the Board of Trustees as additional insureds.

Commercial Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

Workers' compensation insurance and employer's liability insurance, each with limits of not less than \$1,000,000.

Conditions Applicable to Required Insurance.

Insurer Rating. The insurance required above, if it is provided through insurer(s), shall be provided by insurer(s) that have an A.M. Best rating of at least A-:VII or higher. DISTRICT, in its sole discretion, may waive this requirement.

Contractor's Insurance Primary. Contractor's insurance shall be endorsed to be primary. Such endorsement shall state that DISTRICT's insurance coverage is excess of Contractor's insurance coverage and will not contribute with Contractor's insurance with respect to any claims, lawsuits, actions, and/or liability relating to this Agreement and arising out of any act or omission of, or caused by, Contractor and/or Contractor's governing body, officers, employees, volunteers, agents.

Proof of Insurance and Notices. Contractor shall provide proof of the required insurance to DISTRICT before commencing any Services, including copies of all endorsements required above. If the required insurance is provided through insurer(s), the following shall apply: (1) the insurance shall be endorsed to require that each insurer mail a written notice to DISTRICT no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of the insurance; (2) upon DISTRICT's request, Contractor shall provide DISTRICT with a certified copy, or other proof satisfactory to DISTRICT, of any or all of the required insurance; and (3) Contractor shall provide DISTRICT with proof of renewal of the required insurance, including any required endorsements, at least 15 days before the insurance expires.

- 25. 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.
- 26. 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.
- 27. 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

CONTRACTOR

City of Fresno Parks and Recreation

Ruth F. Quinto, Deputy Superintendent / CFO

 Manuel Mollinedo , *Director*

Date

Date

Approved As To Form:

*Andrew De La Torre, Director
 Benefits and Risk Management*

Brandon M. Collet, Deputy



Date

Date

ATTEST:
 YVONNE M. SPENCE, CMC
 City Clerk

Date