

11/18/10

CITY OF FRESNO  
City Clerk's Office (Original)

**AGREEMENT**  
**Between**  
**CLOVIS UNIFIED SCHOOL DISTRICT**  
**And the**  
**CITY OF FRESNO**

**ASES/21<sup>ST</sup> CENTURY**  
**2010-2011**

**GENERAL INFORMATION**

**CUSD:**  
 CUSD Department: After School Programs  
 Program: ASES/21<sup>st</sup>  
 Contact Person: Michele Smith

**Contractor:**  
 Contractor: City of Fresno  
 Contractor Department/Address: Fresno City Parks and Recreation  
 1515 Divisadero St.  
 Fresno, CA 93721

Contractor's Contact Person: Randall Cooper  
 Contractor's Taxpayer Identification Number or SSN: 94-6000338

**Program Provider:** Clovis Unified School District  
 Child Development

District: Clovis Unified School District  
 School Site/Address: Weldon Elementary  
 150 Dewitt Ave  
 Clovis, Ca 93612

This Agreement is made and entered into this 25th day of October 2010, by and between Clovis Unified School District (hereinafter referred to as "CUSD"), and the City of Fresno (hereinafter referred to as "CONTRACTOR").

- 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 at Clovis Unified School District's Weldon Elementary School.

Leader shall be responsible for providing such services for each school days (30) 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 (30) days. The After School Program operates according to the school site's calendar, which begins on August 23, 2010 and concludes June 10, 2011.

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 October 25, 2010, and shall terminate on June 10, 2011. 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 Four Thousand Six Hundred Twenty Dollars and 50/100s (\$4,620.50) 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 Two Thousand Seven Hundred Dollars and 00/100s (\$2,700.00).
  - 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 Four Hundred Twenty Dollars and 00/100s (\$420.00) 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

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. Indemnity. The CONTRACTOR shall indemnify, hold harmless, and defend CUSD and each of its officers, officials, employees, and agents 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 CUSD, 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, or in the performance of this Agreement.

CUSD shall indemnify, hold harmless and defend CONTRACTOR and each of its officers, officials, employees, or agents 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, CUSD, 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 CUSD or any of its officers, officials, employees, or agents in the performance of this Agreement.

In the event of concurrent negligence on the part of CONTRACTOR or any of its officers, officials, employees, or agents, and CUSD or any of its officers, officials, employees, or agents, 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 CUSD maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, 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: Jackie Burgan, Director  
1735 David E. Cook Way  
Clovis, CA 93611

**CONTRACTOR:**

Fresno City Parks and Recreation Department  
Attention: Randall Cooper, Director  
1515 Divisadero St  
Fresno, California 93721

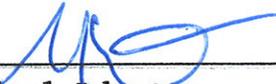
cc: Weldon Elementary  
150 Dewitt Ave  
Clovis, Ca 93612

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.
22. **Council Approval.** The effectiveness of this Agreement is contingent upon the approval of the Fresno City Council.

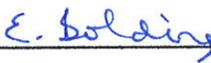
Executed at Clovis, California, on the date and year first written above.

**CUSD**

Clovis Unified School District

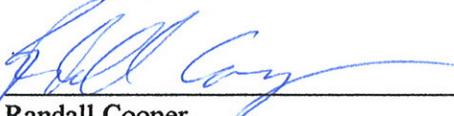
  
\_\_\_\_\_  
**Michael Johnston**  
**Assistant Superintendent,**  
**Business Services**

REVIEWED BY:

  
\_\_\_\_\_  
Clovis Unified School District

**CONTRACTOR**

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

  
\_\_\_\_\_  
Randall Cooper  
Director, Fresno PARCS

ATTEST:  
REBECCA KLISCH  
Clerk, City of Fresno

  
\_\_\_\_\_  
Deputy 12/9/10

APPROVED TO AS FORM:  
Fresno City Attorney

  
\_\_\_\_\_  
Deputy 

Date: 11/5/10



11/18/10

CITY OF FRESNO  
City Clerk's Office (Original)

**AGREEMENT**  
**Between**  
**CLOVIS UNIFIED SCHOOL DISTRICT**  
**And the**  
**CITY OF FRESNO**

**WELDON ELEMENTARY FAMILY LITERACY**  
**2010-2011**

**GENERAL INFORMATION**

**CUSD:**

CUSD Department: Weldon Elementary  
Program: Family Literacy  
Contact Person: Michele Smith

**Contractor:**

Contractor: City of Fresno  
Contractor Department/Address: Fresno City Parks and Recreation  
1515 Divisadero St.  
Fresno, CA 93721

Contractor's Contact Person: Randall Cooper  
Contractor's Taxpayer Identification Number or SSN: 94-6000338

**Program Provider:**

Clovis Unified School District  
Weldon Elementary

**District:**

School Site/Address: Clovis Unified School District  
Weldon Elementary  
150 Dewitt Ave  
Clovis, Ca 93612

This Agreement is made and entered into this 02nd day of February 2011, 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 Weldon Elementary School.

Leader shall be responsible for providing such services for each school day (1) of the After School Program is operated at the site from approximately 2 p.m. to 8 p.m. A school day of service shall consist of six (6) hours. The program shall consist of a maximum of one (1) day. The After School Program operates according to the school site's calendar, which begins on August 23, 2010 and concludes June 10, 2011.

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 October 25, 2010, and shall terminate on June 09, 2011. There shall be no extension of the term of the agreement without a written agreement signed by both parties.

Compensation. CUSD shall pay CONTRACTOR a maximum of One Thousand Seven Hundred Thirty Two Dollars and 50/100s (\$1,732.50) 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 Nine Hundred Dollars and 00/100s (\$900.00).
  - b. Payment to the CONTRACTOR of Six Hundred Seventy Five Dollars and 00/100s (\$675.00) 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 One Hundred Fifty Seven Dollars and 50/100s (\$157.50) related to CONTRACTOR'S performance of services under the terms of this Agreement.
4. 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.

5. 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.
6. Indemnity. The CONTRACTOR shall indemnify, hold harmless, and defend CUSD and each of its officers, officials, employees, and agents 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 CUSD, 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, or in the performance of this Agreement.

CUSD shall indemnify, hold harmless and defend CONTRACTOR and each of its officers, officials, employees, or agents 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, CUSD, 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 CUSD or any of its officers, officials, employees, or agents in the performance of this Agreement.

In the event of concurrent negligence on the part of CONTRACTOR or any of its officers, officials, employees, or agents, and CUSD or any of its officers, officials, employees, or agents, 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.

7. Insurance. It is understood and agreed that CONTRACTOR and CUSD maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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: Jackie Borgan, Director  
1735 David E. Cook Way  
Clovis, CA 93611

**CONTRACTOR:**

Fresno City Parks and Recreation Department  
Attention: Randall Cooper, Director  
1515 Divisadero St.  
Fresno, California 93721

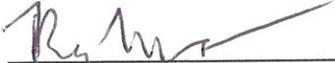
cc: Weldon Elementary  
150 Dewitt Ave  
Clovis, Ca 93612

17. **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.
18. **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.
19. **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.
20. **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.
21. **Council Approval.** The effectiveness of this Agreement is contingent upon the approval of the Fresno City Council.

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

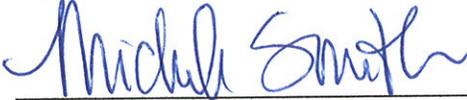
**CUSD**

Clovis Unified School District



Ray Lozano  
Weldon Elementary Principal

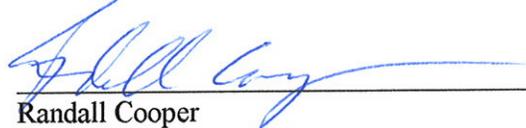
**REVIEWED BY:**



After School Coordinator, Michele Smith  
Clovis Unified School District

**CONTRACTOR**

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



Randall Cooper  
Director, Fresno PARCS

**ATTEST:**  
REBECCA KLISCH  
Clerk, City of Fresno



Deputy

12/9/10

**APPROVED TO AS FORM:**  
Fresno City Attorney



Deputy *DOERR*

Date: *11/5/10*



1K  
11/18/10

CITY OF FRESNO  
City Clerk's Office (Original)

**AGREEMENT**  
**Between**  
**CLOVIS UNIFIED SCHOOL DISTRICT**  
**And the**  
**CITY OF FRESNO**

**MIRAMONTE ELEMENTARY**  
**2010-2011**

**GENERAL INFORMATION**

**CUSD:**  
 CUSD Department: Miramonte Elementary  
 Program: Family Literacy  
 Contact Person: Marcia Bimat

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

**Program Provider:** Clovis Unified School District  
 Miramonte Elementary

**District:** Clovis Unified School District  
 School Site/Address: Miramonte Elementary  
 1590 Bellaire Ave  
 Clovis, Ca 93611

This Agreement is made and entered into this 08th day of December 2010, by and between Clovis Unified School District (hereinafter referred to as "CUSD"), and the City of Fresno (hereinafter referred to as "CONTRACTOR").

- CONTRACTOR Services. CONTRACTOR, through its Parks, After School, Recreation and Community Services Department, agrees to provide: Ten (10) 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 Miramonte Elementary School.

Leader shall be responsible for providing such services for each school day (1) of the After School Program is operated at the site from approximately 2 p.m. to 8 p.m. A school day of service shall consist of six (6) hours. The program shall consist of a maximum of one (1) day. The After School Program operates according to the school site's calendar, which begins on August 23, 2010 and concludes June 10, 2011.

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 December 08, 2010, and shall terminate on June 09, 2011. There shall be no extension of the term of the agreement without a written agreement signed by both parties.

Compensation. CUSD shall pay CONTRACTOR a maximum of One Thousand Seven Hundred Thirty Two Dollars and 50/100s (\$1,732.50) 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 Nine Hundred Dollars and 00/100s (\$900.00).
  - b. Payment to the CONTRACTOR of Six Hundred Seventy Five Dollars and 00/100s (\$675.00) for the cost of materials, supplies, and deliverables related to CONTRACTOR'S performance of services under the terms of this Agreement.
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4. 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.

5. 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.
6. Indemnity. The CONTRACTOR shall indemnify, hold harmless, and defend CUSD and each of its officers, officials, employees, and agents 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 CUSD, 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, or in the performance of this Agreement.

CUSD shall indemnify, hold harmless and defend CONTRACTOR and each of its officers, officials, employees, or agents 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, CUSD, 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 CUSD or any of its officers, officials, employees, or agents in the performance of this Agreement.

In the event of concurrent negligence on the part of CONTRACTOR or any of its officers, officials, employees, or agents, and CUSD or any of its officers, officials, employees, or agents, 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.

7. Insurance. It is understood and agreed that CONTRACTOR and CUSD maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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  
Miramonte Elementary  
Attention: David Bower, Principal  
1590 Bellaire Ave  
Clovis, CA 93611

**CONTRACTOR:**

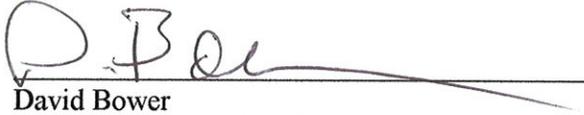
Fresno City Parks and Recreation Department  
Attention: Randall Cooper, Director  
1515 Divisadero St.  
Fresno, California 93721

17. **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.
18. **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.
19. **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.
20. **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.
21. **Council Approval.** The effectiveness of this Agreement is contingent upon the approval of the Fresno City Council.

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

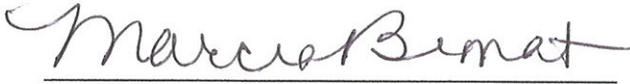
**CUSD**

Clovis Unified School District



David Bower  
Miramonte Elementary Principal

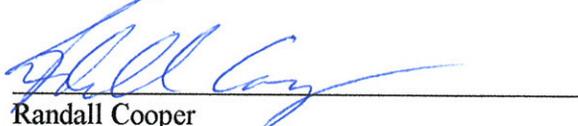
**REVIEWED BY:**



Marcia Bimat, Michele Smith  
Clovis Unified School District

**CONTRACTOR**

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



Randall Cooper  
Director, Fresno PARCS

**ATTEST:**  
REBECCA KLISCH  
Clerk, City of Fresno



Deputy

12/9/10

**APPROVED TO AS FORM:**  
Fresno City Attorney



Deputy *DAERR*

Date: *11/5/10*



1K  
11/18/10

CITY OF FRESNO  
City Clerk's Office (Original)

**AGREEMENT**  
**Between**  
**CLOVIS UNIFIED SCHOOL DISTRICT**  
**And the**  
**CITY OF FRESNO**

**FAMILY LITERACY**  
**2010-2011**

**GENERAL INFORMATION**

**CUSD:**  
 CUSD Department: After School Programs  
 Program: Family Literacy  
 Contact Person: Cindy Stimson

**Contractor:**  
 Contractor: City of Fresno  
 Contractor Department/Address: Fresno City Parks and Recreation  
 1515 Divisadero St.  
 Fresno, CA 93721

Contractor's Contact Person: Randall Cooper  
 Contractor's Taxpayer Identification Number or SSN: 94-6000338

**Program Provider:** Clovis Unified School District  
 Child Development

District: Clovis Unified School District  
 School Site/Address: Reagan Elementary  
 3701 Ashlan Ave  
 Clovis, Ca 93619

This Agreement is made and entered into this 25th day of October 2010, 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 Reagan Elementary School.

Leader shall be responsible for providing such services for each school days (40) 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 forty (40) days. The After School Program operates according to the school site's calendar, which begins on August 23, 2010 and concludes June 10, 2011.

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 October 25, 2010, and shall terminate on June 10, 2011. 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 Seven Thousand Eight Hundred Ninety Two Dollars and 50/100s (\$7,892.50) 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 Five Hundred Dollars and 00/100s (\$4,500).
  - b. Payment to the CONTRACTOR of Two Thousand Six Hundred Seventy Five Dollars and 00/100s (\$2,675.00) 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 Seven Hundred Seventeen Dollars and 50/100s (\$717.50) 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 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. Indemnity. The CONTRACTOR shall indemnify, hold harmless, and defend CUSD and each of its officers, officials, employees, and agents 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 CUSD, 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, or in the performance of this Agreement.

CUSD shall indemnify, hold harmless and defend CONTRACTOR and each of its officers, officials, employees, or agents 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, CUSD, 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 CUSD or any of its officers, officials, employees, or agents in the performance of this Agreement.

In the event of concurrent negligence on the part of CONTRACTOR or any of its officers, officials, employees, or agents, and CUSD or any of its officers, officials, employees, or agents, 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 CUSD maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, 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.
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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: Jackie Burgan, Director  
1735 David E. Cook Way  
Clovis, CA 93611

**CONTRACTOR:**

Fresno City Parks and Recreation Department  
Attention: Randall Cooper, Director  
1515 Divisadero St.  
Fresno, California 93721

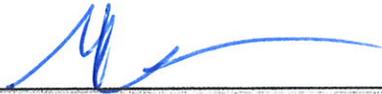
cc: *Reagan Elementary*  
*3701 Ashlan Ave*  
*Clovis, Ca 93619*

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.
22. **Council Approval.** The effectiveness of this Agreement is contingent upon the approval of the Fresno City Council.

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

**CUSD**

Clovis Unified School District



Michael Johnston  
Assistant Superintendent,  
Business Services

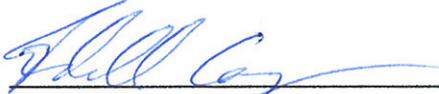
REVIEWED BY:

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Clovis Unified School District

**CONTRACTOR**

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



Randall Cooper  
Director, Fresno PARCS

ATTEST:  
REBECCA KLISCH  
Clerk, City of Fresno



Deputy  
12/9/10

APPROVED TO AS FORM:

Fresno City Attorney



Deputy *DOERR*

Date: *11/6/10*



1K  
11/18/10

CITY OF FRESNO  
City Clerk's Office (Original)

**AGREEMENT**  
**Between**  
**CLOVIS UNIFIED SCHOOL DISTRICT**  
**and the**  
**CITY OF FRESNO**

**ASES/21<sup>ST</sup> CENTURY**  
**2010-2011**

**GENERAL INFORMATION**

**CUSD:**  
**CUSD Department:** After School Programs  
**Program:** ASES/21<sup>st</sup>  
**Contact Person:** Cindy Stimson

**Contractor:**  
**Contractor:** City of Fresno  
**Contractor Department/Address:** Fresno City Parks and Recreation  
 1515 Divisadero St.  
 Fresno, CA 93721

**Contractor's Contact Person:** Randall Cooper  
**Contractor's Taxpayer Identification Number or SSN:** 94-6000338

**Program Provider:** Clovis Unified School District  
 Child Development

**District:** Clovis Unified School District  
**School Site/Address:** Reagan Elementary  
 3701 Ashlan Ave  
 Clovis, Ca 93619

This Agreement is made and entered into this 25th day of October 2010, by and between Clovis Unified School District (hereinafter referred to as "CUSD"), and the City of Fresno (hereinafter referred to as "CONTRACTOR").

- 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) Life Science Educational Field Trip to Project Survival Cat Haven.

Leader shall be responsible for providing such services for each school event (5) of the After School Program is operated at the site from approximately 1 p.m. to 7 p.m. A school event of service shall consist of six (6) hours. The program shall consist of a maximum of Five (5) days. The After School Program operates according to the school site's calendar, which begins on August 23, 2010 and concludes June 10, 2011.

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 October 25, 2010, and shall terminate on June 10, 2011. 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 Two Thousand Forty Five Dollars and 00/100s (\$2,045.00) 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 Three Hundred Ninety Six Dollars and 72/100s (\$396.72).
  - b. Payment to the CONTRACTOR of One Thousand Four Hundred Sixty Two Dollars and 37/100s (\$1,462.37) 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 Hundred Eighty Five Dollars and 91/100s (\$185.91) 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 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. Indemnity. The CONTRACTOR shall indemnify, hold harmless, and defend CUSD and each of its officers, officials, employees, and agents 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 CUSD, 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, or in the performance of this Agreement.

CUSD shall indemnify, hold harmless and defend CONTRACTOR and each of its officers, officials, employees, or agents 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, CUSD, 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 CUSD or any of its officers, officials, employees, or agents in the performance of this Agreement.

In the event of concurrent negligence on the part of CONTRACTOR or any of its officers, officials, employees, or agents, and CUSD or any of its officers, officials, employees, or agents, 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 CUSD maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, 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.
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**CUSD:**  
Clovis Unified School District  
After School Program  
Attention: Jackie Burgan, Director  
1735 David E. Cook Way  
Clovis, CA 93611

**CONTRACTOR:**  
Fresno City Parks and Recreation Department  
Attention: Randall Cooper, Director  
1515 Divisadero St  
Fresno, California 93721

cc: *Reagan Elementary*  
*3701 Ashlan Ave*  
*Clovis, Ca 93619*

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.
22. Council Approval. The effectiveness of this Agreement is contingent upon the approval of the Fresno City Council.

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

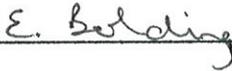
**CUSD**

Clovis Unified School District



Michael Johnston  
Assistant Superintendent,  
Business Services

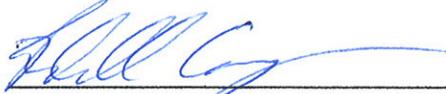
REVIEWED BY:



Clovis Unified School District

**CONTRACTOR**

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



Randall Cooper  
Director, Fresno PARCS

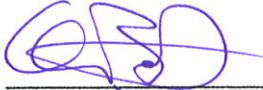
ATTEST:  
REBECCA KLISCH  
Clerk, City of Fresno



Deputy

12/9/10

APPROVED TO AS FORM:  
Fresno City Attorney



Deputy DOERR

Date: 11/5/10



AGENDA ITEM NO.	1K
<b>COUNCIL MEETING</b>	11/18/10
APPROVED BY	
	
DEPARTMENT DIRECTOR	
	
CITY MANAGER	

November 18, 2010

**FROM:** RANDALL L. COOPER, Director  
Parks, After School, Recreation and Community Services Department

Presented to City Council  
Date 11/18/10  
Disposition law approved  
Res. 2010-265  
accepted

**BY:** PAUL A. MELIKIAN, Administrative Manager   
SHAUN SCHAEFER, Community Recreation Supervisor II  
Parks, After School, Recreation and Community Services Department

**SUBJECT:** 1) APPROVAL OF AN AGREEMENT WITH CLOVIS UNIFIED SCHOOL DISTRICT IN THE AMOUNT OF \$18,022 FOR THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE INFORMAL SCIENCE PROGRAM AT REAGAN, WELDON, AND MIRAMONTE ELEMENTARY SCHOOLS RUNNING THROUGH JUNE 30, 2011

2) A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO ADOPTING THE 50<sup>TH</sup> AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2010-138 APPROPRIATING \$18,000 IN THE PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES DEPARTMENT TO CONDUCT THE INFORMAL SCIENCE PROGRAM AT REAGAN, WELDON AND MIRAMONTE ELEMENTARY SCHOOLS RUNNING THROUGH JUNE 30, 2011

**RECOMMENDATIONS**

Staff recommends that the City Council approve the attached academic-year agreement with the Clovis Unified School District (CUSD) 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 corresponding appropriations will allow PARCS to receive up to \$18,022 to cover personnel and operating costs associated with providing a collaborative After School Informal Science programs at Reagan, Weldon and Miramonte Elementary Schools.

**EXECUTIVE SUMMARY**

The attached contractor service agreement was created by PARCS for consideration and approval by both the Council and the CUSD. The contractual agreement would establish a three-month commitment at \$18,022 for full reimbursement of services from CUSD ASES and Literacy sites. The contract will allow PARCS staff to begin implementation of the Informal Science Program at Reagan, Weldon and Miramonte Elementary Schools in the Fall of 2010. With this funding, PARCS can expand programming opportunities and reach additional customers/participants, which will increase the number of satisfied community members.

**BACKGROUND**

In FY 1998, the City of Fresno Parks, After School, Recreation and Community Services (PRCS) Department and Fresno Unified School District (FUSD) began working together on an Informal Science program at 15 Intermediate school sites. In FY 1999, Informal Science program doubled in size to accommodate 30 Intermediate school sites. In 2002, in collaboration with both FUSD and the National Science Foundation, PARCS built the Mobile Science Vehicle. The Mobile Science Vehicle delivers hands-on science activities to the community through on-site school programming, including the Dickey and Granny Science Centers,

neighborhood parks, and special events. Both agencies share the vision of energizing young students through hands-on project building. The Community Science program has become a regional leader in providing science programming to after school sites throughout the City of Fresno and Fresno County. This partnership with CUSD ASES and Literacy programs will leverage existing Community Services Division program resources to become a viable means of service augmentation with no impact to the General Fund. The Informal Science and Family Science Nights programs will provide youth with positive learning components during the critical 3:00 p.m. – 6:00 p.m. after school hours.

**FISCAL IMPACT**

Approval of the attached contract will have no impact to the General Fund as up to \$18,022 of revenue will be received from CUSD as reimbursement for up to \$18,022 of program expenses, which includes a 10% administrative fee to cover a portion of indirect costs related to providing the program.

Revised 11-8-10

Attachments: CUSD Contracts (Reagan, Weldon, and Miramonte)  
Resolution

November 19, 2010

Council Adoption: 11/18/10  
Mayor Approval:  
Mayor Veto:  
Override Request:

TO: MAYOR ASHLEY SWEARENGIN RECEIVED  
FROM: REBECCA E. KLISCH, CMC 2010 NOV 30 AM 9:09  
City Clerk  
CITY CLERK, FRESNO CA  
SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 11/18/10, Council adopted the attached Resolution No. 2010-255 entitled **50<sup>th</sup> amndmnt to AAR appro \$18,000 to conduct informal science program @ various elementary schools**, Item No. **1K-2**, by the following vote:

Ayes : Brand, Dages, Sterling, Xiong, Westerlund  
Noes : None  
Absent : Borgeas, Perea  
Abstain : None

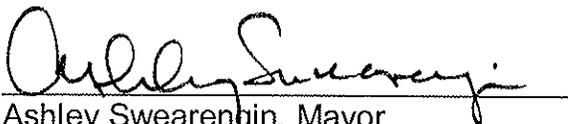
Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before November 29, 2010. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10<sup>th</sup> 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: 11/29/10

**COUNCIL OVERRIDE ACTION:**

Date: \_\_\_\_\_

Ayes :  
Noes :  
Absent :  
Abstain :