



INTEROFFICE MEMO

Parks & Community Services Department

City of Madera

August 15, 2017

TO: **ANDREW J. MEDELLIN**, Mayor
CECE FOLEY GALLEGOS, Mayor Pro-Tem
JOSE RODRIGUEZ, Council Member
WILLIAM OLIVER, Council Member
DEREK O. ROBINSON SR., Council Member
CHARLES F. RIGBY, Council Member
DONALD E. HOLLEY, Council Member

THROUGH: **DAVID TOOLEY**, City Administrator
BRENT RICHARDSON, City Attorney

FROM: **MARY ANNE SEAY**, Director
Parks and Community Services

SUBJECT: **REQUEST TO DISTRIBUTE DOCUMENTS RELATED TO ITEM B-9 LESS THAN 72 HOURS PRIOR TO COUNCIL MEETING**

The August 16, 2017 City Council Agenda includes on the Consent Calendar, an item to adopt a resolution approving an Agreement with Madera Unified School District (MUSD). The Agreement is for the City to act as a consultant in providing after-school programming to MUSD students in their Families in Transition (FIT) and Foster Youth Programs. On Monday, August 14, 2017 MUSD requested the following changes to the proposed Agreement:

1. The date of commencement of services to be changed from September 1, 2017 to August 23, 2017 (Parks and Community Services is prepared to provide the services commencing on the earlier date).
2. The signatory for MUSD to be changed from Sheryl Sisil, Assistant Superintendent of Educational Services to Dr. Rebecca Malmo, Executive Director, Student and Family Support Services.

Appropriate City staff, including the City Attorney have reviewed the suggested changes and are of the opinion that the changes to the Agreement are acceptable.

Staff is requesting that Item B-9 be considered by Council with the substitution of a new Agreement that is identical in all respects to the original with the exception of the changes detailed above. I am happy to address any questions or concerns you may have.

cc: Sonia Alvarez, City Clerk

City of Madera, Parks & Community Services Department
701 East 5th Street Madera, California 93638, T 559-661-5495, F 559-675-3827



MADERA UNIFIED SCHOOL DISTRICT

CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of August 2017, by and between Madera Unified School District ("District") and The City of Madera ("Consultant").

1. Consultant agrees to provide the following specified services:

The City of Madera will assign staff to provide enrichment services focusing on STEAM programs, college and career exploration, and life skills workshops to identified Foster and Homeless/Families In Transition (FIT) Madera Unified School District students:

1. K-8 students during after school program;
2. K-6 and K-8 students during Spring break and Summer at John W. Wells Youth Center;
3. 9th – 12th grade students Life Skills workshops

2. Term. The Consultant's services described in Paragraph 1 shall commence on August 23, 2017 and shall end on June 30, 2018 unless earlier terminated pursuant to Paragraph 8.

3. Payment. District agrees to pay Consultant as follows: \$80,000 – Foster Youth / FIT Funds

A total of \$40,000 for Foster Youth services and \$40,000 for Families In Transition (FIT) services for a total of \$80,000 of services for the following sites: Madera High and Madera South; Thomas Jefferson Middle School, Desmond Middle School, MLK Middle School; Adams Elementary, Alpha Elementary, Berenda Elementary, Chavez Elementary, Dixieland School, Eastin-Arcola School, Howard School, La Vina School, Lincoln Elementary, Madison Elementary, Millview Elementary, Monroe Elementary, Nishimoto Elementary, Parkwood Elementary, Pershing Elementary, Sierra Vista Elementary, Virginia Lee Rose Elementary, and Washington Elementary. District will pay the City of Madera a total of \$27.35 per hour. This rate is a fully-burdened rate that covers site staff, administrative costs, and materials. Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per program as listed above. Additional services and/or supplies can be provided to District at an additional rate. Supplies shall be acquired at the City's cost plus 15% in administrative costs and staffing at the agreed upon fully-burdened rate of \$27.35/hour.

4. Payroll Forms. Consultant agrees to complete the District's consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.

5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.

6. Indemnity.

General Liability. This section shall govern any liability incurred by one party through the fault of the other party.

District to Indemnify. The District shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of our incident to any negligent acts, omissions, or willful misconduct of the District, its officials, officers, employees, agents, and volunteers arising out of or in connection with the District's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

City to Indemnify. The City shall defend, indemnify, and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the City, its officials, officers, employees, agents, and volunteers arising out of or in connection with the City's performance of this Agreement, including without limitation the payment of reasonable attorney's fees.

7. Insurance. Consultant agrees to procure and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant's responsibilities under this

Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars (\$2,000,000) per occurrence, Five Million (\$5,000,000) aggregated liability coverage and One Million Dollars (\$1,000,000) for property damage. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.

8. Termination of Agreement. District and or Consultant may terminate this Agreement for any reason upon 30 days written notice. In the event of early termination, Consultant shall be paid for work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.

9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.

10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.

14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by the parties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California, if applicable, to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.

17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.

18. Approvals. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees and by the Madera City Council.

19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision is negotiable as to the needs of specific children.

20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.

22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District:

by: Dr. Rebecca Malmø (name)

Executive Director, Student and Family Support Services (title)

Signature

Date: _____

Consultant:

Andrew J. Medellin (name)

Mayor, City of Madera (title)

Signature

Date: _____

Federal ID# 94-6000365