



## REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: August 21, 2019

John Scarborough, Parks & Community  
Services Director

Arnaldo Rodriguez, City Manager

Agenda Number: B-4

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF \$124,000 WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S ACADEMIC YEAR 2019-20 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

### RECOMMENDATION:

Staff recommends Council adopt a resolution approving a Consultant Services Agreement between the City and the Madera Unified School District (MUSD) for partial administration of the District's Academic Year 2019-20 After School Program. Staff further recommends that Council authorize the Mayor to execute the Agreement on behalf of the City.

### SUMMARY:

The City has entered into Consultant Services Agreements with MUSD to provide After School Programs (ASP) at sites throughout the District for more than four years. The City's Parks and Community Services (PCS) Department has successfully provided recreation, education, and enrichment programs in the after-school setting and MUSD desires to enter into a similar Agreement for the upcoming 2019-20 academic school year. Under the proposed Agreement, MUSD would pay the PCS Department \$124,000 to provide services at 12 schools.

### DISCUSSION:

The PCS Department works in concert with MUSD to ensure that students have access to quality enrichment programming during the critical after school hours. Like MUSD, PCS is committed to the positive human development of our young residents. In ongoing partnership with MUSD, the PCS Department will deliver science education during select program days. We will also provide staff

and resources to lead a variety of academic achievement, fitness, recreation, and enrichment activities.

Staff is pleased to recommend continuing our partnership with MUSD so that we can further efforts to narrow achievement gaps, strengthen youth, and provide safe and structured enrichment activities. The specific funding levels and school sites have changed from previous Agreements in response to fluctuating funding sources from the State. The proposed Agreement provides funding at twelve sites listed below.

**High Schools (3)**

Madera High School	\$15,000
Madera South High School	\$13,000
Mountain Vista	\$7,000

**Middle Schools (2)**

Desmond Middle School	\$7,500
Martin Luther King	\$7,500

**Elementary Schools (7)**

La Vina	\$5,000
Millview	\$11,500
Monroe	\$11,500
Nishimoto	\$11,500
Parkwood	\$11,500
Sierra Vista	\$11,500
Virginia Lee Rose	<u>\$11,500</u>

**Total** **\$124,000**

**FINANCIAL IMPACT:**

In addition to covering the costs for part-time staff and equipment, this Consultant Services Agreement allows for permanent staff time to be charged to the grant. Staff estimates that the ASP program borne from this Agreement will relieve the General Fund by approximately \$45,000 to \$50,000 in the current Fiscal Year.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions support the following Vision Madera 2025 strategies:

Action 305.4: Expand youth service club and promote community services provided.

Strategy 332: Youth Services: Expand comprehensive services for Madera’s youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.

Strategy 334: After School Programs: Develop after-school programs with emphasis on local cultures and their histories.

Strategy 404: Promote increased community wellness.

Strategy 411: Enhance and expand recreational activities available to Maderans.

**ALTERNATIVES:**

If the Council does not take action, the City will not enter into the agreement to provide after-school services to MUSD.

**ATTACHMENTS:**

1. Resolution
2. Exhibit 1: Consultant Services Agreement

**RESOLUTION NO. 19 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF \$124,000 WITH MADERA UNIFIED SCHOOL DISTRICT (MUSD) FOR PARTIAL ADMINISTRATION OF THE DISTRICT'S ACADEMIC YEAR 2019-20 AFTER SCHOOL PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the youth of a community are known to be vulnerable to negative societal influences in the hours between the end of the school day and 6 pm; and

**WHEREAS**, Madera Unified School District (MUSD) has obtained funding to provide students the opportunity to attend structured and organized activities during these critical after-school hours; and

**WHEREAS**, MUSD is seeking consultants with expertise in recreation, enrichment, and educational programming to provide staffing, curriculum, and materials needed for the direct provision of after-school program activities; and

**WHEREAS**, the City's Parks and Community Services Department has the level of expertise necessary for provision of said programming; and

**WHEREAS**, MUSD has prepared an Agreement that specifies the responsibilities of the School District and the City in regard to provision by the City of after-school programming; and

**WHEREAS**, the Consultant Services Agreement is in the best interest of the public, the City, and Madera Unified School District.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA, HEREBY**, finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Consultant Services Agreement with Madera Unified School District, attached hereto as Exhibit 1, is approved.
3. The Mayor is authorized to execute said Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## MADERA UNIFIED SCHOOL DISTRICT

### CONSULTANT SERVICES AGREEMENT

This agreement is made and entered into this 12<sup>th</sup> day of June 2019, 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 to students in the Madera Unified School District Afterschool Program at thirteen (13) sites.

2. Term. The Consultant's services described in Paragraph 1 shall commence on July 1, 2019 and shall end on June 30, 2020 unless earlier terminated pursuant to Paragraph 8.

3. Payment. District agrees to pay Consultant as follows: A total of \$124,000 for services provided at the following sites: \$15,000 per site at Madera High, \$13,000 Madera South High; \$11,500 per site at Millview Elementary, Monroe Elementary, Nishimoto Elementary, Parkwood Elementary, Sierra Vista Elementary and Virginia Lee Rose; \$5,000 for services at La Vina; \$7,500 per site at Desmond and MLK; and \$7,000 for services at Mt. Vista. Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per site as listed above.

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:

Consultant:

Superintendent of designee:

Name: City of Madera

Chief Financial Officer

Title

\_\_\_\_\_.

Ariel L Garcia

(Signature)

(Signature)

Date: 7/18/2019

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

Federal ID# \_\_\_\_\_