



Meeting Date: 2/1/11

<b>ACTION</b>	<b>TYPE OF ITEM</b>
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Sofia Balderrama Agenda Item No. I-3

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) \_\_\_\_\_

DATE: January 25, 2011

TO: City Council

FROM: Sofia Balderrama, Management Analyst III  
Recreation and Community Services [Signature]

SUBJECT: First Amendment to Agreement with the Oxnard School District for Additional Services at Haydock Jr. High School

**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute a First Amendment to Agreement (A-7292) with the Oxnard School District for a one-time addition of \$30,000 to implement a new Athletics Program as part of the state funded After School Educational and Safety (ASES) Program operated at Haydock Jr. High School for a total contract amount of \$360,000.
2. Approve a Special Budget Appropriation in the amount of \$30,000 to cover costs related to the added services.

**DISCUSSION**

The Oxnard School District is interested in amending its contract with the City of Oxnard for \$30,000 to provide a new Athletics Program as part of the state funded ASES program at Haydock Jr. High School. The new component enhances existing after school activities. Specifically, the Athletics Program includes the recruitment of students for sports teams, coordination of coaches, parent and staff meetings, and coordination of transportation to weekday games.

In order to move forward with this amendment, it is necessary to amend the original contract with the one-time addition of \$30,000 for a total contract amount of \$360,000. The contract expires on June 30, 2011.

**FINANCIAL IMPACT**

If approved, one-time additional funding in the amount of \$30,000 in state funded ASES funds will be added to the original contract of \$330,000 for a total contract amount of \$360,000. The revenue will be recognized in account 272-5300-531-7201 and appropriated to 272-5300-805-8xxx (Project AS0919).

- Attachment #1 - First Amendment to Agreement No. A-7292 with the Oxnard School District
- Attachment #2 - Agreement Number A-7292
- Attachment #3 - Special Budget Appropriation

**AMENDMENT #1 TO AGREEMENT #10-08 FOR CONSULTANT SERVICES**

Amendment #1 to Agreement #10-08 for Consultant Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of February, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard School District ("District"). Amendment #1 amends Agreement #10-08 entered into on the 1<sup>st</sup> day of July, 2010, by City and District.

City and District agree as follows:

1. The compensation for Services shall increase from \$330,000 to \$360,000.
2. Exhibit F attached hereto is hereby made a part of this Agreement.
3. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT**

**CITY OF OXNARD**

\_\_\_\_\_  
Oxnard School District Representative  
Lisa A. Franz  
Tax Identification Number: 95-6002318  
(Contingent on Board Approval)

\_\_\_\_\_  
*Bruce E. Cameron*  
James Cameron, Purchasing Agent  
Tax Identification: 95-6000756

**APPROVED AS TO FORM:**

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
*Alan Holmberg*  
Alan Holmberg, City Attorney

\_\_\_\_\_  
*James Cameron*  
James Cameron, Risk Manager

**APPROVED AS TO CONTENT:**

**APPROVED AS TO AMOUNT:**

\_\_\_\_\_  
*Sofia Balderama*  
Sofia Balderama, Management Analyst III

\_\_\_\_\_  
Thomas E. Holden, Mayor

**ATTEST:**

\_\_\_\_\_  
Daniel Martinez, City Clerk

**EXHIBIT F**

**OXNARD AFTER SCHOOL PROGRAM  
CITY OF OXNARD  
FUN FOR ALL PROGRAM  
SCOPE OF SERVICES**

**AFTER SCHOOL ATHLETICS PROGRAM**

The City of Oxnard will provide:

- (1) The Athletics Program, 5 days a week, including practice days, days for conditioning, teambuilding and character building activities;
- (2) Coordination of teams who will participate in variety of sports including: basketball, soccer, softball, and others;
- (3) An Athletics Coordinator to coordinate the Athletics Program including: recruitment of students for sports teams, coordination of coaches, parent and staff meetings, coordination of transportation to weekday games, and keeping daily attendance records;
- (4) A part-time assistant to the Athletics Coordinator to help with the daily tasks of operating the Athletics Program;
- (5) 120 days of an after-school athletics program, at Haydock Jr. High School serving an average of 40 students daily;
- (6) A nutritious snack, through the Federal Free and Reduced Lunch Program;
- (7) Homework assistance for those participating in the athletics program;
- (8) Services from November 15, 2010 to June 16, 2011;
- (9) Services on Early Release Days;
- (10) Personnel who passed No Child Left Behind test (given by the district), background check and TB test;
- (11) Staff development training, specifically focused on after school programming;
- (12) Equipment necessary to carry out Athletics Program;
- (13) A quarterly invoice to the Oxnard School District for services rendered; and

- (14) Monthly meeting dates to talk about ongoing collaboration efforts with partners involved in the after school program.

The Oxnard School District will provide:

- (1) After School Educational & Safety Program (ASES) Funding in the amount of \$30,000 to operate the Athletics Program, which will cover the cost of personnel and supplies and equipment;
- (2) Facilities including outside play area, cafeteria, weight room, classroom space for homework and bathrooms;
- (3) Custodial services;
- (4) Storage for sports/recreation equipment;
- (5) Payment to the City of Oxnard for services rendered no later than 30 days of City's invoice;
- (6) Meetings as needed with school site administration;
- (7) Monthly joint collaborative meetings with partners involved in the after school program;  
and
- (8) Regular updates on grant opportunities.

## OXNARD SCHOOL DISTRICT

## Agreement #10-08

## AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 1<sup>st</sup> day of July, 2010 by and between the Oxnard School District ("District") and the City of Oxnard, ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from the date first stated above to and including June 30, 2011 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Thirty Thousand dollars (\$330,000.00), unless additional compensation is approved in writing by the District.
  - a. Each quarter Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding quarter. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions

ATTACHMENT 2  
PAGE 1 OF 13

COUNCIL APPROVAL  
DATE: 5-18-10 AGENDA # I-7

of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11 **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  does not qualify as a "designated employee".

GM/SB (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

GM/SB (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- b. **Indemnification for Other than Professional Liability.** To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

*W/90* (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** The City of Oxnard is self-insured pursuant to the provision of California Law.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Cathy Kawaguchi  
Phone: (805) 487-3918 ext. 285  
Fax: (805) 486-6084

**To Consultant:** The City of Oxnard  
545 South A Street  
Oxnard, CA 93030  
Attention: Superintendent of Recreation, Gil Ramirez  
Phone: 805-385-7995  
Fax: 805-385-7939

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** Cathy Kawaguchi, Assistant Superintendent, Chief Academic Officer shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT**

Lisa R. Franz  
Oxnard School District Representative  
Lisa A. Franz  
Tax Identification Number: 95-6002318  
(Contingent on Board Approval)

6-3-10  
Date

**CITY OF OXNARD**

James Cameron  
James Cameron, Purchasing Agent  
Tax Identification: 95-6000756

5-10-10  
Date

**APPROVED AS TO FORM:**

Alan Holmberg  
Alan Holmberg, City Attorney

5-10-10  
Date

**APPROVED AS TO INSURANCE:**

James Cameron  
James Cameron, Risk Manager

5/10/10  
Date

**APPROVED AS TO CONTENT:**

Gil Ramirez  
Gil Ramirez, Superintendent

5/10/10  
Date

**APPROVED AS TO AMOUNT:**

Thomas E. Holden  
Thomas E. Holden, Mayor

5/13/10  
Date

**ATTEST:**

Daniel Martinez  
Daniel Martinez, City Clerk

5/18/10  
Date

- Not Project Related  
 Project #10-08

**EXHIBIT A  
 TO AGREEMENT FOR CONSULTANT SERVICES #10-08**

**SERVICES**

I. Consultant will perform the following Services under the Captioned Agreement:

- a. The city will provide one recreation session for each student in 16 elementary and 3 junior high schools, served by the ASES grant on a daily rotation session schedule.
- b. The ratio of staff to students will be no more than 20 to 1
- c. The recreation program will follow the rotational schedule at each school as established by the program site director.
- d. Two city recreation staff will participate in the sign-in and sign-out process and daily nutrition period.
- e. The weekly schedule will include provision of up to five days of recreation activities.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

- a. Recreation lesson plans will be provided at each site to be included in the Categorical Program Monitoring files/box.
- b. A list of staff and verification that each staff member meets the No Child Left Behind requirement shall be provided to the Oxnard School District.

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A.N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- As follows: 1 Senior Recreation Leader (five days per week) and 1 Recreation Leader (five days per week).

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.

**VII. AMENDMENT**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

Not Project Related

Project #10-08

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #10-08**

**COMPENSATION**

**I. Consultant shall use the following rates of pay in the performance of the Services:**

See Exhibit E

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$35.00 per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$330,000.00, as provided in Section 4 of this Agreement.**

Not Project Related

Project # \_\_\_\_\_

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #10-08**

**INSURANCE**

The City of Oxnard is self-insured pursuant to the provisions of California Law.

Not Project Related  
 Project #10-08

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #10-08**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [ ] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, City of Oxnard, who will provide Services under the Agreement, [ ] is [X] is not subject to disclosure obligations.

Date: 6-3-10  
By: Lisa A. Franz  
Lisa A. Franz

Not Project Related

Project #10-08

EXHIBIT E  
TO AGREEMENT FOR CONSULTANT SERVICES #

Fun for All – After School Program FY 2010-2011

This chart reflects the Oxnard School District funding to the City of Oxnard for the ASES Grant and matching funds provided by the City of Oxnard.

School Site	Oxnard School District Grant Funds	City of Oxnard Matching Funds	Total Budget
Brekke	\$15,000	\$15,000	\$30,000
Chavez	\$15,000	\$15,000	\$30,000
Curren	\$15,000	\$15,000	\$30,000
Driffill	\$15,000	\$15,000	\$30,000
Elm	\$30,000		\$30,000
Harrington	\$15,000	\$15,000	\$30,000
Kamala	\$15,000	\$15,000	\$30,000
Lemonwood	\$15,000	\$15,000	\$30,000
Marina West	\$15,000	\$15,000	\$30,000
Marshall	\$15,000	\$15,000	\$30,000
McAuliffe	\$15,000	\$15,000	\$30,000
McKinna	\$15,000	\$15,000	\$30,000
Ramona	\$15,000	\$15,000	\$30,000
Ritchen	\$15,000	\$15,000	\$30,000
Rose Ave.	\$15,000	\$15,000	\$30,000
Sierra Linda	\$15,000	\$15,000	\$30,000
Frank Jr. High	\$25,000	\$5,000	\$30,000
Fremont Jr. High	\$25,000	\$5,000	\$30,000
Haydock Jr. High	\$25,000	\$5,000	\$30,000
<b>Total</b>	<b>\$330,000</b>	<b>\$240,000</b>	<b>\$570,000</b>

# CITY OF OXNARD

## REQUEST FOR SPECIAL BUDGET APPROPRIATION

To the City Manager:

February 1, 2011

Request is hereby made for an appropriation of total . . . . . \$ 30,000

**Reason for appropriation:** To operate the Athletics Program at Haydock Jr. High School as part of the Oxnard School District's After School Education and Safety (ASES) Grant Funded Program for FY 10-11.  
Amendment to Agreement #A-10-08

### AGENDA ITEM 2-1-11

<u>FUND</u>	<u>DESCRIPTION/ACCOUNT</u>	<u>AMOUNT</u>
CA DEPT OF EDUCATION -ASES PROG (272)	272-5300-	
	531-7201 - Federal/State Revenue	(\$30,000)
	Haydock ASP (AS0919)	
	805-8002 - Direct Labor - Temporary	\$24,000
	ASP Operating Support	
	805-8104 - Supplies-Shop & Field	<u>6,000</u>
	<b>TOTAL</b>	<b>30,000</b>
	<b>Net Estimated Change to ASES Grant Fund Balance</b>	<u><u>-0-</u></u>

  
\_\_\_\_\_  
Manager

REQUIRES CITY COUNCIL APPROVAL

CHIEF FINANCIAL OFFICER

  
\_\_\_\_\_  
James Cameron

Disposition

Approved \_\_\_\_\_

Rejected \_\_\_\_\_

Transfer by Journal Voucher \_\_\_\_\_

\_\_\_\_\_  
City Manager