

**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND  
AMBROSE RECREATION AND PARK DISTRICT  
FOR THE  
AFTER SCHOOL LEARNING AND SAFE NEIGHBORHOODS PARTNERSHIP PROGRAMS**

**THIS AGREEMENT**, entered this first day of July, 2010 by and between the **Mt. Diablo Unified School District**, herein called the "**SCHOOL DISTRICT**" and **Ambrose Recreation and Park District** herein called the "**PARK DISTRICT**"

**WHEREAS**, the SCHOOL DISTRICT has secured grant funding from the California State Department of Education for the purpose of development of the After School Learning and Safe Neighborhoods Partnership Programs; and

**WHEREAS**, the SCHOOL DISTRICT is the lead agency for the purposes of the aforementioned CDE grant, and is authorized to enter into this agreement with the PARK DISTRICT to develop the Programs at various locations within Contra Costa County; and

**WHEREAS**, PARK DISTRICT, is qualified to assist SCHOOL DISTRICT in development and implementation of the Programs to provide direction and organization by providing a Program Coordinator and assistants to facilitate and coordinate each program element; and

**WHEREAS**, the SCHOOL DISTRICT wishes to engage the PARK DISTRICT to assist as stated above in the utilization of the grant funds in the manner in which it is mutually beneficial; and

**WHEREAS**, the SCHOOL DISTRICT lacks the personnel to provide such programs; and

**WHEREAS**, the PARK DISTRICT holds itself out as qualified to operate and provide such programs; and

**NOW, THEREFORE**, in consideration of the performance of mutual promises contained herein, the parties agree as follows:

**I. SCOPE OF SERVICE:**

The PARK DISTRICT, in a manner satisfactory to the SCHOOL DISTRICT, shall provide after school programs during FY 2010-2011, in accordance with the Scope of Service submitted to the SCHOOL DISTRICT, and adopted herein as Exhibit "A" to this Agreement. The PARK DISTRICT further agrees that, should it fail to maintain the services proposed for the time specified by this Agreement, it shall reimburse the SCHOOL DISTRICT for all funds advanced pursuant to this Agreement.

**Program Delivery**

**A. Activities**

1. PARK DISTRICT shall implement an after school program at FIVE sites in Bay Point schools. Activities include enrichment classes, tutoring, life skills, sports, and mentoring programs.
2. Program components and service levels are set forth in Exhibit "A".

**B. Staffing**

Using the funds provided by the SCHOOL DISTRICT pursuant to this Agreement, PARK DISTRICT shall employ the personnel listed in Exhibit "A". PARK DISTRICT shall notify SCHOOL DISTRICT

in writing within five (5) working days if any of the above positions becomes vacant for any reason.

C. Performance Monitoring

The SCHOOL DISTRICT will monitor the performance of the PARK DISTRICT against the goals and performance standards required herein. Substandard performance as determined by the SCHOOL DISTRICT will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the PARK DISTRICT within ten (10) work days after notice is given by the SCHOOL DISTRICT, agreement suspension or termination procedures will be initiated, consistent with the provisions set forth in Section VII, "Suspension or Termination."

II. TIME OF PERFORMANCE

Services of the PARK DISTRICT shall start on the 1ST day of July, 2010 and end on the 30<sup>th</sup> day of June, 2011.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the SCHOOL DISTRICT under this Agreement shall not exceed \$935,312. Drawdowns for the payment of eligible expenses shall be made in accordance with performance. PARK DISTRICT shall be paid monthly upon its submission of an itemized invoice.
- B. Each month, as part of its progress report, PARK DISTRICT shall submit to SCHOOL DISTRICT supporting financial information, which clearly documents the eligible expenses for which reimbursement is sought. Eligible expenses for which reimbursement shall be made shall be based upon Scope of Services set forth in Exhibit "A". The report is due within fifteen (15) days of the last day of the following month.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

SCHOOL DISTRICT  
Alexandria Medina  
Mt. Diablo Unified School District  
1266 San Carlos Avenue  
Concord, CA 94519

PARK DISTRICT  
Tarry Smith  
General Manager  
3105 Willow Pass Road  
Bay Point, CA 94565  
(925) 458-1601

V. GENERAL CONDITIONS

- A. General Compliance  
The PARK DISTRICT agrees to comply with all applicable state and local laws and regulations governing the program and funds provided under this Agreement.
- B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The PARK DISTRICT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The SCHOOL DISTRICT shall be exempt from payment of all Unemployment

Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the PARK DISTRICT is an independent contractor.

C. Indemnification:

The SCHOOL DISTRICT shall indemnify, defend, and hold harmless PARK DISTRICT against and from any and all claims or suits for damages or injury arising from SCHOOL DISTRICT'S performance of this Agreement or from any activity, work, or anything done, permitted, or suffered by the PARK DISTRICT in conjunction with the performance of this Agreement, and shall further indemnify, defend and hold harmless PARK DISTRICT against and from all claims or suits arising from any breach or default of any performance of any obligation of SCHOOL DISTRICT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

The PARK DISTRICT shall indemnify, defend, and hold harmless SCHOOL DISTRICT against and from any and all claims or suits for damages or injury arising from PARK DISTRICT'S performance of this Agreement or from any activity, work, or anything done, permitted, or suffered by the SCHOOL DISTRICT in conjunction with the performance of this Agreement, and shall further indemnify, defend and hold harmless SCHOOL DISTRICT against and from all claims or suits arising from any breach or default of any performance of any obligation of PARK DISTRICT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

D. Workers' Compensation

The PARK DISTRICT shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement. PARK DISTRICT will provide SCHOOL DISTRICT with a thirty (30) day written Notice of Cancellation of the Workers' Compensation Policy.

E. Insurance

PARK DISTRICT shall, at its expense, procure and maintain in full force at all times during the terms of this contract the following insurance which shall be provided on an occurrence basis.

PARK DISTRICT represents that it is self-insured and participates in the California Association of Park and Recreation Insurance Risk Management Risk Authority and that it has sufficient insurance to pay claims for bodily injury, personal injury, or property damage which may arise as a result of PARK DISTRICT'S performance of this agreement.

PARK DISTRICT agrees to provide SCHOOL DISTRICT a thirty (30) day notice of any reduction or cancellation.

F. SCHOOL DISTRICT Recognition

The PARK DISTRICT shall ensure recognition of the role of the SCHOOL DISTRICT in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the PARK DISTRICT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. SCHOOL DISTRICT or PARK DISTRICT may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the SCHOOL

DISTRICT. Such amendments shall not invalidate this Agreement, nor relieve or release SCHOOL DISTRICT or PARK DISTRICT from its obligations under this Agreement.

2. SCHOOL DISTRICT may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the SCHOOL DISTRICT and PARK DISTRICT. In the event performance of this agreement becomes impracticable because of changes in federal, state, or local guidelines, policies, available funding amounts, or other reasons, either party may terminate the agreement pursuant to Paragraph H.1.

#### H. Suspension or Termination

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, reports or other materials prepared by PARK DISTRICT under this Agreement shall, at the option of the SCHOOL DISTRICT, become the property of the SCHOOL DISTRICT. Also, the DISTRICT is not responsible for any identified invoices in Paragraph III of the Agreement after the effective date of termination. However, invoices maybe submitted for payments due within the 30 day time period within a reasonable time after termination.
2. SCHOOL DISTRICT may also suspend or terminate this Agreement, in whole or in part, where, in the determination of the SCHOOL DISTRICT:
  - a. There is an illegal or improper use of the funds provided by the SCHOOL DISTRICT; or
  - b. There is a failure to comply with any terms, covenants, or conditions of this Agreement or exhibits thereto; or
  - c. There are reports submitted to the SCHOOL DISTRICT that are incomplete or incorrect in any material respect; or
  - d. The PARK DISTRICT is incapable of carrying out the proposed services, or those services are improperly performed; or
  - e. There are insufficient funds budgeted to continue the provision of services under this Agreement.
3. If the PARK DISTRICT materially fails to comply with any term of this Agreement or with any of the laws, rules, regulations or provisions referred to herein, the SCHOOL DISTRICT may declare the PARK DISTRICT ineligible for any further participation in SCHOOL DISTRICT agreements, in addition to other remedies as provided by law.
4. In the event there is probable cause to believe the PARK DISTRICT is in noncompliance with any applicable laws, rules or regulations, the SCHOOL DISTRICT will notify PARK DISTRICT as soon as practicable. PARK DISTRICT, in turn, will be given ten (10) working days within which to comply or remedy the situation. In the absence of compliance, the SCHOOL DISTRICT may withhold up to fifty (50) percent of said Agreement funds until such time as the PARK DISTRICT is found to be in compliance by the SCHOOL DISTRICT, or is otherwise adjudicated to be in compliance.
5. If suspension or termination is in order, the SCHOOL DISTRICT will provide at least ten (10)

days written notice to the PARK DISTRICT.

VI. **ADMINISTRATIVE REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

PARK DISTRICT shall bill the SCHOOL DISTRICT on a monthly basis with a detailed accounting of expenditures incurred by PARK DISTRICT.

B. Documentation and Record-Keeping

1. Records to be Maintained

The PARK DISTRICT shall maintain all records required by the terms of the grant and that are pertinent to the activities to be funded under this Agreement. Such records shall generally include, but not be limited to:

- a. Records providing a full description of each activity undertaken pursuant to this Agreement.
- b. The Contractor shall comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all its Subcontractors' who may have contact with District pupils in the course of providing services pursuant to the Contract and the California Department of Justice shall have determined that none of the employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Before the commencement of any work on the contract, a complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of Contract shall have been provided to Owner.
- c. Records of all expenditures, project funds, all persons employed in the program including volunteers, and records showing compliance with all legal requirements (fingerprinting and DOJ background check) for the program and funding.

2. Retention

The PARK DISTRICT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any former employee must be kept for three (3) years after he/she has received final payment.

3. Close-Outs

The PARK DISTRICT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

4. Audits & Inspections

All PARK DISTRICT records with respect to any matters covered by this Agreement shall be made available to the SCHOOL DISTRICT or its designees at any time during normal business hours, as often as the SCHOOL DISTRICT deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the PARK DISTRICT within 30 days after receipt by the PARK DISTRICT. Failure of the PARK DISTRICT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of the agreement. The PARK DISTRICT hereby agrees to have an annual agency audit conducted in accordance with current SCHOOL DISTRICT policy concerning PARK DISTRICT audits.

C. Reporting and Payment Procedures

1. Budgets

Prior to the release of any funds under this Agreement, the PARK DISTRICT must have submitted a detailed budget to be approved by SCHOOL DISTRICT. The SCHOOL DISTRICT and the PARK DISTRICT may agree to revise the budget from time to time by SCHOOL DISTRICT in accordance with existing SCHOOL DISTRICT policies. Any such revisions must be approved in writing, and will not necessarily change the amount approved previously.

2. Indirect Costs

If indirect costs are charged, the PARK DISTRICT will develop an indirect cost allocation plan for determining the appropriate SCHOOL DISTRICT share of administrative costs and shall submit such plan to the SCHOOL DISTRICT for approval.

3. Payment Procedures

The SCHOOL DISTRICT will pay to the PARK DISTRICT funds available under this Agreement based upon information submitted by the PARK DISTRICT and consistent with any approved budget and SCHOOL DISTRICT policy concerning payments. The SCHOOL DISTRICT reserves the right to liquidate funds available under this Agreement for costs incurred by the SCHOOL DISTRICT on behalf of the PARK DISTRICT.

VII. PERSONNEL & PARTICIPANT CONDITIONS:

A. Conflict of Interest

Consistent with applicable state limitations, no officer(s), employee(s) or agent(s) of the SCHOOL DISTRICT who exercise(s) any function or responsibility with respect to this grant may participate as a board member or officer of PARK DISTRICT in the planning or carrying out of the activities or program herein proposed and approved for funding.

B. Civil Rights

1. Compliance

The PARK DISTRICT agrees to comply with all local and state civil or human rights requirements, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063,

and with Executive Order 11246, as amended by Executive Orders 11375 and 12086. PARK DISTRICT will ensure that, consistent with the ADA, all facilities wherein services are provided under this Agreement are accessible to all Bay Point residents, regardless of handicapping condition. If a facility is not accessible, but the PARK DISTRICT has developed an alternative plan that meets ADA requirements for such, it must be submitted to SCHOOL DISTRICT for its approval within thirty (30) days of the date of the execution of this Agreement. Failure to do so may result in suspension or termination of this Agreement.

2. Nondiscrimination

The PARK DISTRICT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The PARK DISTRICT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The PARK DISTRICT agrees to post in conspicuous places, available to employees and applicants for employment or service, a notice to be provided by the SCHOOL DISTRICT setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The PARK DISTRICT shall permit access to its books, records and accounts by the SCHOOL DISTRICT for purposes of investigation to ascertain compliance with the laws, rules, regulations and provisions stated herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year written above.

**MT. DIABLO UNIFIED SCHOOL DISTRICT**, a district organized under the laws of the State of California:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Steven Lawrence**  
Superintendent

**AMBROSE RECREATION AND PARK DISTRICT**, a special district organized under Section 5780 of the Public Resources Code of the State of California:

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Tarry Smith**  
General Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Mae Cendana  
Park Board of Directors

By: \_\_\_\_\_

Counsel for  
Mt. Diablo Unified School District



## **EXHIBIT "A"**

- Ambrose Recreation and Park District will hire 1 Program Supervisor to develop the After School Program at 5 Bay Point school sites. These sites include Bel Air, Delta View, Rio Vista, and Shore Acres Elementary Schools and Riverview Middle School.
- Ambrose Recreation and Park District will hire 44 Community Recreation Specialists for the 5 sites listed above.
- Ambrose Recreation and Park District will hire 10 Site Coordinators to work with the 5 sites listed above.
- Ambrose Recreation and Park District will hire 2 Garden Educators to work with all 18 CARES sites.

### **Hours of Operation**

Programs will operate during the school year from the end of the school day to 6:00 p.m., Monday through Friday. Summer program and hours to be determined.

### **Program Description**

The CARES After School Programs will include enrichment classes, tutoring, life skills, sports, gardening, nutrition, youth development and mentoring programs.