

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MT. DIABLO UNIFIED
SCHOOL DISTRICT
AND
CITY OF CONCORD PARKS & RECREATION DEPARTMENT**

THIS AGREEMENT, entered into the ____ day of September, 2014 by and between the Mt. Diablo Unified School District, hereinafter referred to as the "District" and the City of Concord Parks & Recreation Department, hereinafter referred to as the "City".

WHEREAS, the District wishes to provide after school enrichment opportunities at targeted District schools in the Concord and Clayton areas; and

WHEREAS, the City offers such after school enrichment opportunities in particular schools that are not eligible for the Mt. Diablo Cares After School program;

WHEREAS, the parties agree that an agreement will benefit District students, administrators, faculty and parents; and

WHEREAS, the parties have been participating in a mutually beneficial relationship since 2006.

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

I. SCOPE OF SERVICE

The City, in a manner satisfactory to the District, shall provide after school enrichment programs at mutually agreeable school sites during the 2014-2015 academic year, and continue through the 2018-2019 academic year. The Agreement shall terminate at the end of the District academic year 2018-2019 and can only be renewed by way of a mutually agreed-upon Memorandum of Understanding. The City further agrees that, should it fail to maintain the services proposed for the time specified in this agreement, it shall be in breach of the agreement and the agreement shall immediately terminate.

A. Activities

1. Activities contemplated by this agreement includes, but is not limited to, Arts enrichment and Education, performing arts, dance, sports in athletics, cooking, chess, and academic tutoring.

B. Duration

1. Activities shall be offered quarterly in the fall, winter and spring of the school year. Most classes occur one time per week for approximately four (4) to eight (8) weeks in length.

C. Staffing

1. The City shall employ, direct, and control the personnel necessary to perform the scope of service.

D. Performance Monitoring

1. The District will honor the performance of the City. Substandard performance as determined by the District will constitute noncompliance with this Memorandum of Understanding.

E. Program Size

1. The City's program size cannot exceed twenty (20) students per class. If the City has any class in excess of twenty (20) students the material terms of the agreement shall be immediately renegotiated.

II. PAYMENT

For purposes of this agreement, "Facility use fees" shall be defined as only the fees expressly established for occupancy pursuant to the District's use permit protocols.

A. Facility Use Fees

1. The City shall pay a facility use fee of \$17.00 per hour for classroom space and \$12.00 per hour for the multi-use room space. The City shall pay a two-hour (2 hr.) use fee instead of the District four-hour (4 hr.) standard minimum.

B. Utilities

1. Since the parties deem after school enrichment opportunities to be beneficial to students the District shall not charge the City for utilities incurred from this program.

III. GENERAL CONDITIONS

A. General Compliance

1. The City agrees to comply with all applicable State and local laws and regulations governing the program provided under this Memorandum of Understanding.

B. Independent Contractor

1. Nothing contained in this Memorandum of Understanding is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The City shall at all times remain an independent contractor with respect to the services to be performed under this Memorandum of Understanding.

C. Indemnification

1. The City shall indemnify, defend, and hold harmless the District against

and from any and all claims or suits for damages or injury arising from the City's performance of this Memorandum of Understanding or from any activity, work, or thing done, permitted or suffered by the District in conjunction with the performance of this Memorandum of Understanding, and shall further indemnify, defend, and hold harmless the District against and from all claims and suits arising from any breach or default of any performance of any obligation of the City hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or action or proceeding brought within the scope of this indemnification.

D. Workers' Compensation

1. The City shall provide Workers Compensation Insurance coverage for all City employees who are otherwise covered under the City's policies and procedures involved in the performance of this Memorandum of Understanding. The City will provide the District within thirty (30) days a written Notice of Cancellation of the Workers' Compensation Policy.

E. Insurance

1. The City shall hold the District free, clear, and harmless from all claims of third persons for damages arising out of negligent acts of the City and its agents, in furtherance thereof, the City shall at its expense, procure and maintain in full force at all times during the duration of this Memorandum of Understanding the following insurance which shall be provided on an occurrence basis.
2. The City represents that it is self-insured and participates in the CSAC Excess Insurance Authority and it has sufficient insurance to pay claims for bodily injury, personal injury, or property damage which may arise as a result of the City's performance of this agreement. The City agrees to provide the District with a Certificate of Insurance naming the District as additional insured on this policy.

F. Termination

1. This agreement shall terminate on June 15, 2019. The agreement can be renewed or revised by mutual agreement of the parties hereinafter. Either party may terminate this Memorandum of Understanding 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. Each party shall be responsible for its financial obligations through the termination date. The District may suspend the agreement immediately for failure to comply with the terms, conditions, and our covenants of this Memorandum of Understanding.

G. Fingerprinting

1. The City shall comply with the fingerprint requirements of the Education

Code with respect to all of the City's employees and all of its Subcontractors who may have contact with District students in the course of providing services under this Memorandum of Understanding. The District maintains the right to disallow any employee from participating in the program on District sites if the District in their sole discretion deems them to be a safety concern.

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

For and on behalf of:

Mt. Diablo Unified School District

Signature

City of Concord

Joan Carrico, Director Parks & Recreation Department