

**Agreement Between  
Santa Barbara Unified School District  
City of Santa Barbara, Parks and Recreation Department  
For  
A-OK! Afterschool Programming**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013  
by and between the

City of Santa Barbara, hereinafter  
referred to as "City"

and

Santa Barbara Unified School District,  
hereinafter referred to as "SBUSD",

**WITNESSETH:**

**1. SERVICES**

City shall organize and implement the A-OK! after school sports and recreation program activities including provision of staff, facilities, equipment and supplies as described in Exhibits A, B, C & D, attached hereto and incorporated herein by reference, during the term of this Agreement.

**2. TERM OF AGREEMENT**

The term of this Agreement is contingent upon funding from the California Department of Education/After School Education and Safety Program and shall be from July 1, 2013 through June 30, 2014.

**3. SCHOOL DISTRICT FUNDING COMMITMENT: Not to exceed \$157,613**

In consideration for services rendered by City, SBUSD shall pay to City up to One Hundred Fifty-Seven Thousand Six Hundred Thirteen Dollars (\$157,613). City will bill SBSD quarterly, starting October 2013, for services rendered during the preceding quarter or other period of time as indicated on the billing invoices. In no event shall the total amount paid by SBUSD to City under this Agreement exceed One Hundred Fifty-Seven Thousand Six Hundred Thirteen Dollars (\$157,613) without prior approval from the SBUSD. Said sum is based on the provision of all services described in Exhibit C.

**4. CITY FUNDING COMMITMENT: Not to exceed \$47,385**

City will provide grant matching funds of up to Forty-seven Thousand Three Hundred Eighty Five Dollars (\$47,385). In no event shall the total amount committed by City under this Agreement exceed Forty-seven Thousand Three Hundred Eighty Five Dollars (\$47,385). City's commitment shall be in proportion to the amount of service provided compared to the total level of service committed in Exhibit C.

**5. CITY CONTRIBUTION OF SERVICES AND EQUIPMENT**

In addition to City's funding commitment of up to \$47,385, City shall commit City administrative staff to provide administrative and oversight services for the program. As indicated in Exhibit D, the City shall commit up to \$88,044 for these additional services including salaries, benefits, vehicle use, and administrative overhead to the A-OK! after school enrichment program. In no case shall City's commitment of administrative staff time, facility use, program scholarships and administrative overhead exceed the amounts indicated in Exhibit D.

**6. CITY PERFORMANCE**

- A. City shall submit quarterly budget reports to SBUSD and such additional reports as may be requested describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives.
- B. City shall keep and maintain accurate records pertaining to its conduct of the program approved under the Agreement and as requested to comply with the State evaluation framework.
- C. City shall provide its performance under this agreement as an independent contractor, not an employee or agent of SBUSD. City will hire and retain necessary project staff meeting the qualifications indicated in Exhibits A and B. City may contract with other agencies to provide staff or services required under this Agreement.

**7. SBUSD PERFORMANCE**

- A. SBUSD agrees to make timely payments to City for services rendered according to the schedule and amounts presented in this Agreement.
- B. SBUSD, in partnership with City, will provide the administration of the Agreement.
- C. SBUSD shall make reports required by the California Department of Education relative to this program in a timely manner.

## **8. INDEMNITY**

- A. City shall investigate, defend and indemnify SBUSD from any and all claims, demands, actions, or damages arising out of the City's use of SBUSD Facilities to which SBUSD may be subjected as a direct consequence of this Agreement except for those claims, demands, actions, or damages resulting solely from the negligence of SBUSD, its officers, agents and employees.
- B. SBUSD shall investigate, defend and indemnify the City from any and all claims, demands, actions, or damages arising out of SBUSD's use of City Facilities to which City may be subjected as a direct consequence of this agreement, except for those claims, demands, actions, or damages resulting solely from the negligence of the City, its officers, agents and employees.

## **9. INSURANCE**

- A. City shall maintain, during the entire term of this Agreement, comprehensive general liability and comprehensive owned and non-owned automobile insurance. Such insurance shall be in an amount not less than \$1,000,000 per occurrence combined single limit.
- B. City shall maintain Workers' Compensation Insurance in conformance with the Workers' Compensation Laws of the State of California during the term of this Agreement.

## **10. NONDISCRIMINATION**

City will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment in the performance of this Agreement because of color, religion, age, handicap, national origin, gender, sexual orientation, marital status, or any other non-merit factor unrelated to job performance.

## **11. CONFIDENTIALITY**

Except for purposes directly connected with the administration of this Agreement, or as otherwise required by law, no person will publish or disclose, or use or permit or cause to be published or disclosed, or use any confidential information pertaining to any beneficiary of services rendered under this Agreement.

## **12. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement with or without cause by giving thirty (30) days advance written notice of intention to terminate to the other party. Unless so terminated, this Agreement shall remain in full force and effect for the full term of this Agreement. If this Agreement is terminated before the end of the term, payment to City will be made on the basis of services provided up to the date of termination.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed in triplicate, the day and year first above written.

CITY OF SANTA BARBARA  
A Municipal Corporation

SANTA BARBARA UNIFIED  
SCHOOL DISTRICT

\_\_\_\_\_  
Nancy L. Rapp  
Parks and Recreation Director

\_\_\_\_\_  
David E. Cash, Ed.D.  
Superintendent

ATTEST:

\_\_\_\_\_  
Gwendolynn Peirce, CMC  
City Clerk Services Manager

\_\_\_\_\_  
Emilio Handall  
Assistant Superintendent of  
Education, Elementary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Sarah Hanna  
Recreation Programs Manager

\_\_\_\_\_  
Meg Jetté  
Assistant Superintendent of  
Business Services

APPROVED AS TO FORM:  
Stephen P. Wiley  
City Attorney

\_\_\_\_\_  
Debi Badger  
Director of Child Development  
and After School Programs

\_\_\_\_\_  
N. Scott Vincent  
Assistant City Attorney

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Mark Howard  
Risk Manager

