

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE July 27, 2010

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Amend the Agreement with Stanislaus County Police Activities League for Special Youth Programs through Fiscal Year 2010-2011

STAFF RECOMMENDATIONS:

1. Amend the Agreement with the Stanislaus County Police Activities League for special youth recreational programs including the administration of the recreational swimming programs at the Regional Water Safety Training Center through Fiscal Year 2010-2011.
2. Authorize the Director of Parks and Recreation, or her designee, to sign the Amendment.
3. Authorize the Director of Parks and Recreation, or her designee, to sign additional Amendments during Fiscal Year 2010-2011 providing that the total does not exceed the budgeted contract amounts.

FISCAL IMPACT:

Approval of this Amendment to the Agreement with Stanislaus County Police Activities League amends and changes the contract amount from \$290,156 to \$246,408 for providing recreational programs at the six neighborhood parks through June 30, 2011(Attachment C). The \$246,408 will be paid in four (4) consecutive quarterly payments of \$61,602 beginning in July 2010. The Department of Parks and Recreation will also continue to pay up to \$40,000 annually for recreational swim programs at the Empire Regional Water Safety Training Center, as stipulated in the original agreement, for a total contract amount not to exceed \$286,408. (Continued on Next Page)

BOARD ACTION AS FOLLOWS:

No. 2010-482

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Amend the Agreement with Stanislaus County Police Activities League for Special Youth Programs through Fiscal Year 2010-2011

FISCAL IMPACT (CONTINUED):

The funds for these youth programs were included in the Department's Proposed Budget for Fiscal Year 2010-2011 adopted by the Board of Supervisors on June 8, 2010. There is no change to the level of funding for recreational swim programs at the Regional Water Safety Training Center as Friends of the Empire Pool donated money for the operation of the pool.

DISCUSSION:

The Department of Parks and Recreation has partnered with the Stanislaus County Police Activities League (PAL) to provide recreational activities in neighborhood parks since August 27, 1996. PAL provides recreational programs to Stanislaus County youth through special events, outings, and fitness/sport activities to engage the youth in Stanislaus County in physical activity, athletic competition, and social interaction. These activities provide opportunities for youth of all ages to build the skills and strengths they need to choose rewarding paths to adulthood.

In 2009, the Department completed construction and dedication of the Regional Water Safety Training Center (RWSTC) in Empire, California. On May 19, 2009, the original agreement was amended for PAL to provide a special youth recreational swim program at the RWSTC facility for an additional cost to the original agreement not exceed \$40,000 per year (Attachment A). During the first year of the program, the actual cost for the recreational swim program remained below cost at \$15,648.

The new Amendment for Fiscal Year 2010-2011 (Attachment B) amends and changes the compensation to \$246,408 from the original agreement of \$290,156 to provide recreational programs at the six neighborhood parks through June 30, 2011 (Attachment C); these locations include Empire Park, Hatch Park, Oregon Park, Crows Landing Bonita Pool, Grayson Park, and Salida Park. The four quarterly payments of \$61,602 will begin July of 2010 for a total of \$246,408. The additional cost not to exceed \$40,000 for recreational swim programs (Attachment D) at the RWSTC will remain and continue to be in addition to the new agreement compensation of \$246,408.

POLICY ISSUE:

The Board of Supervisors should determine if approving the Amendment to the Agreement with the Stanislaus County Police Activities League for special youth programs through Fiscal Year 2010-2011 is consistent with its priority of Effective Partnerships.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Parks and Recreation

Telephone: 209-525-6770



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**AMENDED AND RESTATED
AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Amended and Restated Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Stanislaus County Police Activities League, a California non-profit corporation ("Contractor") on June 3, 2009.

Recitals

WHEREAS, the County has a need for services providing traditional recreational activities for children and adults in order to provide alternatives to gang, drug and criminal activities; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

WHEREAS, as of August 27, 1996 (the "Effective Date") the County and Contractor have entered into a certain Agreement relating to the provision of traditional recreational activities for children and adults in order to provide alternatives to gang, drug and criminal activities (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended by Amendment 1 executed on June 30, 1999, Amendment 2 executed on May 17, 2000, Amendment 3 executed on June 29, 2001, Amendment 4 executed on June 28, 2002, Amendment 5 executed on June 26, 2003, Amendment 6 executed on June 30, 2004, Amendment 7 executed on July 13, 2005, Amendment 8 executed on July 20, 2006, Amendment 9 executed on August 7, 2007, and Amendment 10 executed on August 1, 2008 ("Original Agreement Amendments"); and

WHEREAS both parties desire to Amend and Restate the Agreement; and

NOW, THEREFORE, in the most efficient manner, the Original Agreement is hereby amended and restated and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

ATTACHMENT A

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, or determined to not be a non-profit corporation in good standing by the California Secretary of State, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items

is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives, subcontractors or volunteers utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, subcontractors or volunteers.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor and its officers, employees, agents, representatives, subcontractors or volunteers shall hold harmless and defend the County and its agents, officers, employees and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives, subcontractors or volunteers and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors, volunteers and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-

employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives, subcontractors and volunteers are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period services are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives, subcontractors or volunteers do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local Ind-Con-Agmt (Rev 021706)

law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations:

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Parks and Recreation
Attention: Susan M. Garcia, C.P.M.
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: Stanislaus County Police Activities League
Attention: Alfredo Guerra, Executive Director
1325 Beverly Drive
Modesto, Ca 95351

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual Ind-Con-Agmt (Rev 021706)

consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Agreement on the day and year first hereinabove written.


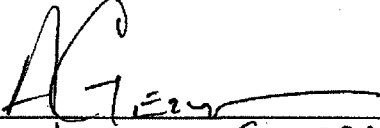
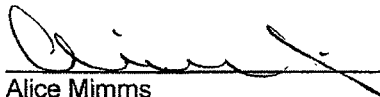
<p>COUNTY OF STANISLAUS Department of Parks and Recreation</p> <p>By:  _____ Sonya K. Harrigfeld Director</p> <p style="text-align: center;">"County"</p>	<p>STANISLAUS COUNTY POLICE ACTIVITIES LEAGUE</p> <p>By:  _____ Name ALFREDO GUERRA Title EXECUTIVE DIRECTOR</p> <p style="text-align: center;">"Contractor"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  _____ Alice Mimms Deputy County Counsel</p>	

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. Furnish and provide a program, as approved under A.5 below, consisting of recreational, educational and special activities for children and adults including, but not limited to, arts and crafts, table games, tutoring, swim program, computer lab, baseball/softball, soccer, flag football, volleyball and basketball. Contractor is responsible for managing the program on a daily basis and for conducting all of the associated recreational, educational and special activities furnished and provided by the Contractor under this Agreement.

2. Contractor shall provide and furnish all personnel, who shall be properly supervised, trained and if required, licensed, and all equipment, transportation, materials, products, supplies and permits needed to safely perform the Contractor's obligations under this Agreement in accordance with all applicable laws, regulations or ordinances. Contractor shall provide sufficient staffing to provide a safe and secure program. Staff must be the age of 18 or above, and one staff member shall supervise each recreational activity and shall provide, as needed, a sufficient number of additional personnel to safely and effectively conduct the activities. Contractor shall be solely responsible for payment of all salary for personnel involved in furnishing services under this Agreement.

3. Anyone, regardless of where they reside, shall be allowed to participate in the programs and activities furnished by the Contractor, however, residents of Stanislaus County shall be given first priority and preference over residents in other counties if the activity is made available to only a limited number of participants.

4. The programs and activities shall be conducted at one or more of the following locations or facilities, which shall be made available for use by the Contractor at no expense:

- (a) Empire School
- (b) Empire Regional Water Safety Training Center
- (c) Keyes Community Center/Hatch Park
- (d) Oregon Park
- (e) Crows Landing Bonita Swimming Pool
- (f) Grayson United Community Center and adjacent park.
- (g) Salida Park

5. Contractor shall establish an on-site advisory committee composed of two commissioners from the Stanislaus County Parks Commission, one staff employee from the County Parks Department, and one staff employee from the Contractor. Contractor shall prepare a proposed schedule and program of recreational activities to be furnished under the Agreement, and shall submit such proposal to the advisory committee for review and approval.

6. If, at any time, the County determines that the Contractor's performance under this Agreement is unsatisfactory, then the County shall notify the Contractor in writing specifying the reasons for such dissatisfaction. Within five (5) days of receipt of such notice, the Contractor shall submit to the County a written action plan for providing satisfactory service or correcting unsatisfactory conditions. The County may terminate this Agreement if, in the County's sole discretions, a satisfactory action plan cannot be agreed upon or if the Contractor fails to correct the unsatisfactory performance or unsatisfactory conditions within five (5) days after notice of termination is mailed to the Contractor by the County.

7. Contractor shall provide the County with the following reports and information:

- a. A calendar showing a three-month schedule for all approved activities including location and staffing for those activities. The calendar shall be updated and submitted quarterly and whenever there are program changes.

b. A report summarizing all of the activities furnished by the Contractor under this Agreement during the prior month. The report shall be submitted by the 10th of each month after the month activities are conducted. The report shall include actual input or feed-back, or a summary of it, received from the Contractor's staff, the community and program participants. A copy of all activity sign-in sheets shall be submitted along with the report.

c. All statistical data kept, accumulated or compiled by the Contractor related to the programs or activities furnished by the Contractor.

d. A report of expenditures made and obligations incurred during each month that the programs or activities are furnished, which shall be submitted on a monthly basis.

In addition, the Contractor shall promptly notify the County of any problems, concerns or public input arising from or concerning any of the programs or activities implemented by the Contractor or the Contractor's performance of its obligations under this Agreement.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. The County shall pay the Contractor on a quarterly basis, the total sum of \$72,538.93 which shall be payable in July 2009, October 2009, January 2010, and April 2010 for the period from July 1, 2009 to June 30, 2010.

The County shall pay the Contractor a not to exceed amount of \$40,000.00 per year for the programming of the Regional Water Safety Training Center at Empire Park. A report of expenditures made and obligations incurred during each month that the programs or activities are furnished, shall be submitted on a monthly basis at which time the County shall authorized payment of approved expenditures.

2. Payment for performance by the Contractor shall be dependent upon the availability of appropriations by the County Board of Supervisors for the purposes of this Agreement. No legal liability on the part of the County for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which shall be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the County loses funding for any reason, the County, in it sole discretions, shall have the option to either; (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement. This contract is subject to and contingent upon approval of funding by the Board of Supervisors and may be cancelled in its entirety or modified to be consistent with funding approved by the Board.

3. The Contractor shall establish a separate account for deposit of all funds paid to the Contractor by the County under this Agreement and shall not commingle any funds received from the County under this Agreement with any other funds held or controlled by the Contractor.

4. Contractor is authorized to charge a fee for individuals who participate in aquatic activities at the Bonita Pool in an amount no greater than necessary to offset the Contractor's costs and expenses for operating the pool. Such fee shall be levied on an equal basis for all pool users; provided, however that the Contractor, in it discretion, may establish a policy for waiving the fee based upon financial hardship. Such fee waiver policy shall be uniformly applied. Contractor shall establish a separate account to deposit all fees collected for use of the pool. Contractor shall not apply pool user fees for any other purpose than operation and maintenance of the pool. If pool user fees are insufficient to cover the costs of pool operation and maintenance, Contractor shall use surplus funds received under Paragraph B1 above for such purpose.

C. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **Three Hundred Thirty Thousand, One Hundred Fifty-Five Dollars and Seventy-Two cents (\$330,155.72)**, including, without limitation, the cost of any subcontractors, consultants, experts or
Ind-Con-Agmt (Rev 021706)

investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

D. INVOICE REMIT TO:

The remit to address is:

Stanislaus County
Department of Parks and Recreation
Attention: Accounting
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. REPRESENTATIVES

The County's representative is Margarita Ramos, (209) 525-6772. The Contractor's representative is Alfredo Guerra, (209) 529-9121.

F. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

G. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

H. AGREEMENT PERIOD

This shall be effective from July 1, 2009 or date of award; whichever is later, through June 30, 2010.

I. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid and pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs.

J. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A of this Agreement. It is understood by Contractor that the performance of these services and work shall require a varied schedule with the hours and times for completion of said services to be set by Contractor.



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**AMENDMENT 1
TO
AMENDED AND RESTATED
AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This is Amendment 1 to the Amended and Restated Agreement for Independent Contractor Services (the "Agreement") by and between the County of Stanislaus ("County") and Stanislaus County Police Activities League, a California non-profit corporation ("Contractor") made and entered into on July 28, 2010.

WHEREAS, the County and Contractor entered into an Amended and Restated Agreement for Independent Contractor Services, dated June 30, 2009, ("the Agreement"); and

WHEREAS, Section 17 – Amendment, provides that this Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity; and

WHEREAS, the County has a continued need for the Contractor's services; and

WHEREAS, this amendment is for the mutual benefit of County and Contractor;

NOW THEREFORE, the County and Contractor agree as follows:

- 1. Exhibit A, Section H – Agreement Period, is amended to read:

"The parties agree to renew the Agreement for one (1) year, for the period of July 1, 2010 through June 30, 2011. At the end of this renewal period, the parties may mutually agree to renew the Agreement for one additional year."

- 2. Exhibit A, Section B – Compensation, item 1, the first paragraph is amended as follows:

"The County shall pay the Contractor on a quarterly basis, the total sum of \$61,601.95 which shall be payable in July 2010, October 2010, January 2011, and April 2011 for the period from July 1, 2010 to June 30, 2011."

- 3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In Witness whereof, the parties have executed this Amendment No. 1 to the Agreement
In duplicate on July 28, 2010.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS Department of Parks and Recreation</p> <p>By: <u>[Signature]</u> Sonya K. Harrigfeld Director</p> <p>"County"</p>	<p>STANISLAUS COUNTY POLICE ACTIVITIES LEAGUE</p> <p>By: <u>[Signature]</u> Name <u>ALFREDO GUERRA</u> Title <u>EXECUTIVE DIRECTOR</u></p> <p>"Contractor"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u>[Signature]</u> Alice Mimms Deputy County Counsel</p>	

Stanislaus County Police Activities League

Recreation Programs Outline

FY 2010-2011



Keyes/Hatch Park

Program Location: 5506 Jennie Avenue, Keyes CA 95328

Program Hours: Mon- Fri from 2:30 P.M. – 6:00 P.M. (spring, fall, & winter hours).
Mon- Fri from 12:00 P.M. – 5:00 P.M. (summer hours)

Program Staff: Recreation Leaders, who supervise, coordinate and provide after-school program activities under the supervision of a Field Supervisor who oversees the overall structure of the program.

Type of facility: Indoor and Outdoor

Average daily number of participants per FY2008-2009: 25- 50 children

FY2008-2009: 5,528

FY2009-Present: 4,169

Local Partner agencies: Keyes Community Water District, Keyes Elementary School, Keyes Municipal Advisory Council, Modesto City School Nutritional Services.

Participants that attend program: Children 6 years of age through 18 years of age

Program Description: Stanislaus County PAL offers a free after school program for children ages 6 through 18 years of age at this facility. This program is offered at no charge to any children residing in this community or Stanislaus County. This program offers the following type of activities:

- Tutoring
- Arts & Crafts
- Board Games
- Free Summer Lunch Program
- Video Games
- Computers Lab
- Indoor Gymnasium- Activities include but not limited to: Basketball, Handball, etc.
- Outdoor Recreation at Hatch Park- Activities includes but not limited: Baseball, Flag Football, Volleyball, etc.
- Field Trips- Field trips include but not limited to: Theme Parks, Theater, Water Slides, CAL PAL field trips to the snow, overnight camping on the beach in Huntington Beach in Southern California, Bowling, Boomers, Baseball Games, Football games, Basketball games, Fishing Activities, Archery Activities, etc.
- Movie days
- Special Event- Guest speakers, Christmas Show etc.
- Social Events- Every two months Stanislaus County PAL offers a dance to the children of this community at this center with the collaboration of the Stanislaus County Sheriff's Explorers who serves as security/chaperones.

Stanislaus County Police Activities League

Recreation Programs Outline

FY 2010-2011



Oregon Park

Program Location: Corner of Oregon Drive & Empire Avenue in Modesto, CA.

Program Hours: Mon- Fri from 2:30 P.M. - 6:00 P.M. (spring, fall and winter hours)
Mon- Fri from 12:00 P.M. - 5:00 P.M. (summer hours)

Program Staff: Recreation Leaders, who supervise, provide and coordinate after school program activities, under the supervision of a Field Supervisor, who oversees the overall structure of the program.

Type of Facility: Outdoor

Average daily number of participants per FY2008-2009: 10-30 children

FY2008-2009: 3,544

FY2009-Present: 2,573

Local Partner agencies: Airport Neighbors United, Modesto City School Nutritional Services.

Program Description: Stanislaus County PAL offers a free after school program for children ages 6 through 18 years of age at this Park facility. This program is offered at no charge to any children residing in this community or Stanislaus County. This program offers the following type of activities:

- Tutoring
- Arts & Crafts
- Board Games
- Outdoor Recreation- Activities includes but not limited to; Basketball, Baseball, Flag Football, Volleyball, etc.
- Field Trips- Field trips include but not limited to: Theme Parks, Theater, Water Slides, CAL PAL field trips to the snow, overnight camping on the beach in Huntington Beach in Southern California, Bowling, Boomers, Baseball Games, Football games, Basketball games, Fishing Activities, Archery Activities, etc.
- Free lunch program (This program is only offered during the summer)
- Ground, Water feature through Stanislaus County Parks Department. (During summer)
- Special Events (Halloween party, Christmas Show etc).

Stanislaus County Police Activities League

Recreation Programs Outline

FY 2010-2011



Empire

Program Location: Empire Community Park;
Located corner of I Street and Yosemite Blvd., in Empire, CA. Offer at this facility during summer only.

Program Hours: Mon- Fri from 12:00 P.M. - 5:00 P.M. (Summer Hours)

Program Staff: Recreation Leaders, who supervise, provide and coordinate after school program activities under the supervision of a Field Supervisor who oversees the overall structure of the program.

Type of Facility: Outdoor

Average daily number of participants per FY2008-2009: 60 to 100+ children when school is in session. 10- 60 children during summer.

FY2008-2009: 16,555

FY2009-Present: 20,844

Local Partner agencies: Empire Union School District, Empire Community Library, Modesto City School Nutritional Services, Empire Municipal Advisory Council.

Program Description: Stanislaus County PAL offers a free after school program for children ages 6 through 18 years of age at this facility. This program is offered at no charge to any children residing in this community or Stanislaus County. This program offers the following type of activities:

- Tutoring
- Arts & Crafts
- Board Games
- Free Snacks during school session (fall, winter, spring)
- Free Summer Lunch Program
- Indoor & Outdoor Recreation- Activities includes but not limited to; Baseball, Flag Football, Volleyball, Basketball, Tether ball, etc.
- Field Trips- Field trips include but not limited to: Theme Parks, Theater, Water Slides, CAL PAL field trips to the snow, overnight camping on the beach in Huntington Beach in Southern California, Bowling, Boomers, Baseball Games, Football games, Basketball games, Fishing Activities, Archery Activities, Movie days, etc.
- Guest Speakers/Special Events: Such as guest presentations, Special Events- Harvest Festival, Christmas Show, etc.

***Stanislaus County Police Activities League
Recreation Programs Outline
FY 2010-2011***



Crows Landing Bonita Swimming Pool

Program Location: Corner of I Street & 4th Street in Crows Landing, CA.

Program Hours: Tue- Sun from 12:30 P.M. - 5:30 P.M. (This program is offer during the summer only)

Program Staff: Recreation Leader & Lifeguards who supervise, provide, and coordinate the operation of free swimming to the public under the supervision of a Field Supervisor who oversees the overall operation of the facility.

Type of Facility: Outdoor

Average daily number of participants per FY2008-2009: 10-110 children & adults

FY2008-2009: 4,021

FY2009-Present: 2,149

Local Partner agencies: Crows Landing Elementary School, and other local non-profit agencies who focus on youth recreation and/or sports.

Program Description: Stanislaus County PAL operates this swimming facility for children and adults from this community and surrounding communities (such as Patterson, Newman, Grayson, Westley, etc). This program is offered at a minimal charge of \$1.50 general admission to any children or adult residing in this community or Stanislaus County. This facility offers the following type of activities:

- Swimming
- Swimming Lessons
- Snack Bar

***Stanislaus County Police Activities League
Recreation Programs Outline
FY 2010-2011***



Salida Park

Program Location: Corner of Broadway Ave. & Magnolia Ave., in Salida, CA.

Program Hours: Mon- Fri from 12:00 P.M. - 5:00 P.M. (Summer Hours)

Program Staff: Recreation Leaders, who supervise, provide and coordinate after school program activities, under the supervision of a Field Supervisor, who oversees the overall structure of the program.

Type of Facility: Outdoor

Average daily number of participants per FY2008-2009: 20-45 children

FY2008-2009: 3,868

FY2009-Present: 1,578

Local Partner agencies: Modesto City School Nutritional Services.

Program Description: Stanislaus County PAL, will offer a free after school program for children ages 6 through 18. This program will be offered at no charge to any children residing in this community or Stanislaus County. This program will offer the following activities:

- Tutoring
- Arts & Crafts
- Board Games
- Outdoor Recreation- Activities includes but not limited to; Basketball, Baseball, Flag Football, Volleyball, Soccer, etc.
- Field Trips- Field trips include but not limited to: Theme Parks, Theater, Water Slides, CAL PAL field trips to the snow, overnight camping on the beach in Huntington Beach in Southern California, Bowling, Boomers, Baseball Games, Football games, Basketball games, Fishing Activities, Archery Activities, etc.
- Free lunch program (This program will only be offer during the summer) for children ages 1-17 years of age. *We will try to implement this program for FY09-10.*
- Special Events (Halloween party, Christmas Show etc).

Stanislaus County Police Activities League

Recreation Programs Outline

FY 2010-2011



Grayson- United Community Center/Park

Program Location: 8900 Laird Road, Grayson CA.

PAL Center Hours: Mon- Fri from 2:00 P.M. – 6:00 P.M.

PAL After School Program: Mon- Fri from 2:30 P.M. – 6:00 P.M. (spring, fall, & winter hours).
Mon- Fri from 12:00 P.M. – 5:00 P.M. (summer hours)

Program Staff:

Community Aide- Staff will be the liaison between the community and the center. In addition staff will assist residents from the community in the following areas but not limited to: Translation of documents, Job referrals, Community outreach, Agency referrals, coordinate and organize community meetings, etc. Furthermore, staff will also oversee the overall coordination and implementation of the after school program.

Recreation Leaders- Staff will supervise, coordinate and organize after-school program activities under the supervision of community aide who will oversee the overall structure of the program.

Type of facility: Indoor and Outdoor

Average daily number of participants per FY2008-2009: 25- 60 children

FY2008-2009: 7,556

FY2009-Present: 6,445

Local Partner agencies: Grayson Water District Service, Modesto City School Nutritional Services, Patterson School District, Grayson Advisory Board.

Participants that attend program: Children 6 years of age through 18 years of age

Program Description: Stanislaus County PAL offers a free after school program for children ages 6 through 18 years of age at this facility. This program is offered at no charge to any children residing in this community or Stanislaus County. This program will offer the following activities:

- Tutoring
- Arts & Crafts
- Board Games
- Free lunch program for children ages 1-17 years of age. (This program will only be offer during the summer)
- Computers Lab
- Indoor activities
- Outdoor Recreation at Grayson Park- Activities includes but not limited: Baseball, Flag Football, Volleyball, Soccer, etc.
- Field Trips- Field trips include but not limited to: Theme Parks, Theater, Water Slides, CAL PAL field trips to the snow, overnight camping on the beach in Huntington Beach in

Stanislaus County Police Activities League
Recreation Programs Outline
FY 2010-2011



Southern California, Bowling, Boomers, Baseball Games, Football games, Basketball games, Fishing Activities, Archery Activities, etc.

- Movie days
- Special Event- Guest speakers, Christmas Show etc.

***Stanislaus County Police Activities League
Recreation Programs Outline
FY 2010-2011***



Regional Water Safety Training Center-Empire

Program Location: Corner of I Street & Yosemite Blvd. in Empire, CA.

Tentative Open Swim Hours: Tue- Sun from 1:00 P.M. - 6:00 P.M. (This program is offer during the summer only)

Learn to Swim Program: Times will vary per season

Program Staff: Lifeguards who supervise, provide, and coordinate the operation of free swimming to the public under the supervision of a Pool Manager who oversees the overall operation of the facility.

Swim Instructors who will provide swim lessons to children. The goal of these instructors is to teach children how to swim along in addition to educate children and parents on water safety.

Type of Facility: Outdoor

Average daily number of participants per FY2008-2009: 25-160 Children and Adults

FY2008-2009: 4,783

FY2009-Present: 10,367

Local Partner agencies: Empire School District School, Empire Municipal Advisory Council, Friends of Empire Pool, and other local non-profit agencies whom focus on youth recreation and/or sports.

Program Description: Stanislaus County PAL will operate this swimming facility for children and adults from this community and surrounding communities (such as Waterford, East Modesto, Hickman, and Hughson, etc). This program will be offered at a minimal fee of \$1.00 general admission to any children or adult residing in this community or Stanislaus County. This facility will offer the following type of activities:

- Swimming
- Swimming Lessons
- Aquatics Camp for children
- Swim Team
- Adult programs