



## LETTER AGREEMENT

JUNE 20, 2022

AZUSA UNIFIED SCHOOL DISTRICT  
546 S CITRUS AVENUE  
AZUSA, CA 91702

Dear Azusa Unified School District:

### Letter Agreement for Summer Programming

This letter shall be our Agreement (“Letter Agreement” or “Agreement”) regarding the provision of Summer Recreation Programming to Azusa Unified School District Students (“AUSD students”) described below in Exhibit “A” (“Services”) to be provided by the City of Azusa, a local municipality (the “City”) to the Azusa Unified School District (the “District”) for the City’s Summer Recreation Programming (“Project”). City and District are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided are more particularly described in the Scope of Services attached hereto as **Exhibit “A”** and are incorporated herein by reference. Services shall begin immediately and shall be completed by August 31, 2022, unless extended by the City in writing.

The City shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. City represents that it, its employees, and contractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and

approvals shall be maintained throughout the term of this Letter Agreement.

Compensation shall be based on enrollment and City staff availability. The total compensation shall not exceed one hundred fifty thousand dollars and no cents [\$150,000] and total enrollment will not exceed 70 students without written approval of both the City and the District or as otherwise described in Exhibit "A." The City's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the District on a monthly basis as performance of the Services progresses. The District shall review and pay the approved charges on such invoices in a timely manner.

The City may terminate this Letter Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter Agreement without cause before Project completion, the City shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. The District may terminate this Letter Agreement only upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Letter Agreement through no fault of District.

By executing this Letter Agreement, the City verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. City shall maintain records of its compliance, including its verification of each employee, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to City's compliance with the requirements. To the same extent and under the same conditions as City, City shall require all of its contractors, subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. City's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

By its signature hereunder, City certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, City represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement,

the action shall be brought in a state or federal court situated in Los Angeles County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, District must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by City. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, District shall be barred from bringing and maintaining a valid lawsuit against the City. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Letter Agreement, the prevailing Party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

District shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the City, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third-party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

District warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the District hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating two originals where indicated below and return both to the undersigned. Once the documents are fully executed, one original will be returned to you for your records.

[SIGNATURES ON NEXT PAGE]

**CITY OF AZUSA**

Approved by:

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

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**AZUSA UNIFIED SCHOOL DISTRICT**

Reviewed and Accepted by:

\_\_\_\_\_  
Signature

Norma Carvajal Camacho  
Name

Assistant Superintendent, Ed. Services  
Title

\_\_\_\_\_  
Date

## **Exhibit A**

### **City of Azusa Summer Programming for AUSD Students Scope of Work**

In order to provide a well-diversified and structured schedule of activities to the students (“AUSD students”) of **Azusa Unified School District** (“AUSD”) and to allow them to safely grow and further develop their social skills over the summer in a daily camp atmosphere while supervised by an energetic and caring staff and to promote the goals of ensuring a safe space for participating student to socialize and play within the structure of the program, reinforcing educational material in a fun and non-academic setting, and teaching students new skills through a variety of crafts and physical activities, the **City of Azusa** (“City”) shall provide AUSD with exclusive (i.e., public use is prohibited during these times) and equal use of the designated areas of Memorial Park from June 27<sup>th</sup>-July 28<sup>nd</sup>, 2022, inclusive, on Mondays, Tuesdays, Wednesdays, and/or Thursdays, from 7:30AM-4:30PM and of Slauson Pool from August 1<sup>st</sup>-August 11<sup>th</sup>, 2022 inclusive, on Mondays, Tuesdays, Wednesdays, and/or Thursdays from 9:00AM-6:40PM (“Summer Programming times”).

City will have exclusive use of the designated areas of Memorial Park and Slauson Pool (“Project Site”) during all days and times except during Summer Programming times. During Summer Programming times, City staff may, however, use the Project Site to (a) conduct housekeeping to prepare for the next user, (b) inform next user’s staff about any relevant health or safety issues (e.g., contamination, malfunctioning equipment, broken items), and (c) ensure that the Project Site has been cleared of the prior user’s patrons.

Subject to any limitations in this Agreement, AUSD students participating in the Project shall be entitled to use Project Site on the same terms and conditions as residents of the City.

#### **1. Student Experience**

##### **a. Overview**

- i. Students should be registered by legal guardian on Civic Rec one week prior to each weekly session. Sessions run Monday through Thursday. A one-time registration packet must be completed in order for a student to participate in the Project. Students must be enrolled in AUSD to attend.

Spots will be filled on a first come first serve basis. District will confirm AUSD school enrollment.

- ii. Ratio – the ratio of student to staff would be 8(±1) to 1. Each child, depending on age, will attend either the Lower Campus (Memorial Park) or the Upper Campus (Slauson Middle School).
  - iii. Number of children accommodated is dependent upon staffing, with 70 student spots available based on current projected staffing. A greater number of students can be accommodated in blocks of 10, with additional recruitment of staff.
  - iv. Lower Campus is 1<sup>st</sup>-5<sup>th</sup> Grade
  - v. Upper Campus is 6<sup>th</sup>-8<sup>th</sup> Grade
  - vi. Activities are usually planned in 30-minute blocks ranging from arts and crafts to different types of games, etc.
  - vii. Throughout the day students will experience a variety of indoor and outdoor activities. Students are encouraged to wear comfortable clothing and shoes.
  - viii. Lunch will be provided in conjunction with AUSD, however it is strongly recommended kids bring plenty of water and snacks to stay hydrated and fueled throughout the day
  - ix. Weekly trips to bolster education and physical activity
- b. Timeline and Activities (subject to change)
- i. June 27th-July 28nd: Summer Day Camp at Memorial Park (M-Th: 8AM-4PM)
    - 1. Daily - Arts & crafts, group games, group sports, group activities, PAT (personal activity time)/free choice
    - 2. Weekly activities and local trips - Live performances at the park, time at the Azusa library
    - 3. Weekly trips
      - a. Beach
      - b. San Dimas Nature Centers/Bonelli Park
      - c. Beach (Huntington Beach
      - d. Raging Waters
      - e. Indoor skating @ Skate Express
      - f. LA Sparks Game

g. Note: All trips will require additional guardian permission and transportation

ii. August 1st- August 11th: Summer Swim Lessons at Slauson Pool

1. Aquatics Programming

- a. Parent/Guardian register students based on their swimming proficiency at Level 1 or Level 2
- b. Baseline testing to determine proficiency and correct placement in class
- c. 6 Levels of proficiency available
- d. Each student receives 8 lessons
- e. Total number to be accommodated 250-300 students
- f. Lessons include: shallow and deep water practice, swimming skills practices, diving board practice, waterslide practice, and certificates of completion
- g. City shall operate and maintain pool in accordance with and shall comply with all applicable health and safety code, laws, and regulations, including, but not limited to First Aid and CPR Requirements, Section 1797.182, Swimming Pool Sanitation, Section 116025-116068, Swimming Pool Safety Act, Sections 115920-115929, the California Building Standards Code, Section 18942, the Virginia Graeme Baker Pool and Spa Safety Act, and Consumer Product Safety Commission guidelines and recommendations to the extent the guidelines and recommendations have the force of law.

**2. Additional Features**

- a. Day Camp shirts- “Trip Shirts” are distributed to students on trip days. These shirts must be worn at all times on trips to ensure safety of the student and group.
- b. Ice Cream social- opportunity for parents to meet and greet with Staff members over ice cream
- c. “Library Shows” – throughout the summer the City of Azusa Library contracts live performances to play at Memorial Park Gymnasium. Past performances included: puppet show, drum show, magic show, balloon show.

### **3. Indemnification**

a. AUSD agrees to and shall indemnify, defend, and hold harmless the City and its elected and appointed officers and officials, volunteers, agents, and employees ("City Parties") from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to AUSD's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the gross negligence or willful misconduct of the City Parties. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the City Parties.

b. The City agrees to indemnify, defend, and hold harmless AUSD and its trustees, elected and appointed officers, and employees ("AUSD Parties") from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to the City's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the gross negligence or willful misconduct of AUSD Parties. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of AUSD Parties.

c. In contemplation of the provisions of California Government Code Section 895.2 which impose certain tort liability jointly and severally upon public entities solely by reason of such entities being parties to an agreement (as defined in California Government Code Section 895), the City and AUSD, pursuant to the authorization contained in California Government Code Sections 895.4 and 895.6, will assume the full liability imposed upon each of them or any of their trustees, elected or appointed officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of California Government Code Section 895.2. To achieve this purpose, the City and AUSD each indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon the other party solely by virtue of California Government Code Section 895.2. The provisions of California Civil Code Section 2778 are made a part hereof as if incorporated herein.

### **4. Insurance**



- a. AUSD and the City shall each, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with this Agreement bThe following insurance coverage and coverage terms and conditions shall be required:
  - i. Commercial general liability insurance equivalent in scope to Insurance Services Office (ISO) form number CG 00 01 10 93 in an amount not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, abuse and molestation liability, and cross liability protection. The City shall cause the AUSD Parties to be named as additional insureds by endorsement. Likewise, AUSD shall cause the City Parties to be named as additional insureds by endorsement. There shall be no limitation of coverage on the named additional insureds.
  - ii. If a Party is providing services that require it to transport AUSD personnel, students, or property as part of this Agreement, commercial automobile liability insurance equivalent in scope to ISO form CA 00 01 06 92 covering symbol 1, "Any Auto" in an amount not less than \$5,000,000 combined single limit.
  - iii. Workers' compensation as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness.
- b. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:
  - i. Non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance and at <http://www.slacal.org/resources/insurer-member-lookup> ) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
  - ii. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or

- iii. For Worker's Compensation only, admitted (licensed) in the State of California.
- c. Verification of Coverage. AUSD and the City shall furnish to each other the documentation set forth below prior to the effective date of the Agreement and, at least 30 days prior to expiration of the insurance required herein, furnish to each other renewal documentation. AUSD and the City shall notify each other in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured.
- d. Documentation Required. The certificates and endorsements shall be received and approved by AUSD and the City before the Agreement commences.
- e. Workers' compensation and employer's liability insurance endorsements. The following are required for each Party:
  - i. CANCELLATION endorsement which provides that the other Party is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested.
  - ii. WAIVER OF SUBROGATION endorsement which provides that the insurer will waive its right of subrogation against the other Party with respect to any losses paid under the terms of the workers' compensation and employer's liability insurance policy in accordance with the Agreement.
- f. Self-insured programs and self-insured retentions. Any Party's self-insurance program, which includes any program of the California Joint Power Insurance Authority (CJPIA) of which City is a member, must be approved separately in writing by the other Party's Risk Manager or designee.
- g. No Limitation on Liability. Such insurance as required herein shall not be deemed to limit AUSD's or the City's liability relating to this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement.
- h. Waivers and Modifications. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of both of the respective party's Risk Managers or designees.

## **5. Costs; Payment**

- a. Day Camp.

These figures assumes 70 students will enroll in Day Camp. Additional students may enroll as staffing allows, in blocks of 10, with costs increasing proportionately. AUSD will be invoiced monthly based on student enrollment in the program.

Recreation staff costs for 6 weeks	\$64,500
Transportation @ 1 trip a week	\$5,700
Trips Fees @ 1 trip a week	\$4,500
Day Camp Supplies	\$3,000
Day Camp outside instructors	\$41,900
Day Camp Shirts	\$1,000
	<b>Total = \$120,600</b>

b. Aquatics Program (not to exceed 300 students)

Aquatics staff costs for 2 weeks	\$21,900
Pool Maintenance and Utilities	\$7,500
	<b>Total = \$29,400</b>

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**Grand Total (not to exceed) = \$150,000**

- Not to exceed - 70 Day Camp students for 5 weeks, up to 4 days a week, and
- 250-300 aquatics students for 2 weeks of lessons each