

REPORT

To the Honorable Mayor and City Council
From the City Manager

May 7, 2007

Subject

After School Program Services Agreement for Garfield Charter School between the City of Redwood City and the Redwood City School District

Recommendation

Approve by motion and authorize the City Manager to enter into the Agreement between the City of Redwood City and the Redwood City School District for after school program services at Garfield Charter School.

Background

The Parks, Recreation and Community Services Department provides direct supervision and programming to approximately 800 children at seven After School Learning Centers in Redwood City. Each program is designed to provide students with alternative and non-traditional ways to learn and develop new skills. Each program is unique and provides a variety of activities, which include: tutoring, homework help, academic enrichment activities and projects, life skills activities, leadership opportunities, recreation and field trips.

The Redwood City School District wishes to enter into an agreement with the Redwood City Parks, Recreation and Community Services Department to open up a new After School Learning Site at Garfield Charter School in the amount of \$127,500. The term of this agreement is from May 2, 2007 through December 31, 2007, and is funded by a new California Department of Education After School Education and Safety (ASES) grant.

Alternative

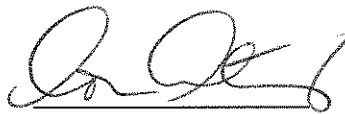
Council may choose not to enter into the agreement.

Fiscal Impact

Funding is provided by the California Department of Education After School Education and Safety (ASES) grant.



Christopher Beth
Superintendent
Parks, Recreation and
Community Services



Corinne Centeno
Director
Parks, Recreation and
Community Services



Ed Everett
City Manager

**AGREEMENT FOR SERVICE BETWEEN
THE REDWOOD CITY SCHOOL DISTRICT AND
THE CITY OF REDWOOD CITY**

This agreement is made as of this day of May 2, 2007, by and between the Redwood City Elementary School District (RCSD) and the City of Redwood City (CONTRACTOR).

WHEREAS, the RCSD desires after school education and enrichment programming.

WHEREAS, the CONTRACTOR desires to provide after school education and enrichment programming for the RCSD.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The CONTRACTOR agrees to provide said services to the RCSD in accordance with the terms and conditions of this agreement.

A. SCOPE OF SERVICES

The CONTRACTOR agrees to provide the after school academic and enrichment services described in Attachment A at Garfield Charter School. The RCSD will provide the necessary supports to CONTRACTOR as described in Attachment A.

2. EQUIPMENT AND MATERIALS

CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance on the Agreement.

3. LICENSES AND PERMITS

CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

4. INSURANCE

CONTRACTOR understands the RCSD does not provide liability, malpractice, or workers compensation insurance for the CONTRACTOR. The CONTRACTOR is responsible for the maintenance of commercial general liability, automobile liability, and workers compensation. The CONTRACTOR will provide proof of insurance or self-insurance and will identify RCSD as an additional insured on the commercial general liability and automobile liability policies.

5. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

6. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment based on any impermissible basis as set forth in applicable federal and state laws.

7. HOLD HARMLESS

CONTRACTOR agrees to indemnify and defend the RCSD, its officers, employees, agents and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability arising out of or resulting from either (i) CONTRACTOR's breach of its obligations under this contract or (ii) the negligence or willful misconduct of the CONTRACTOR or its officers, employees or agents

Conversely, RCSD agrees to indemnify and defend the CONTRACTOR, its officers, employees, agents and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability arising out of or resulting from either (i) RCSD's breach of its obligations under this contract or (ii) the negligence or willful misconduct of the RCSD or its officers, employees or agents.

8. DISPUTE RESOLUTION

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared by the CONTRACTOR and RCSD. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

9. TERMINATION

RCSD may at any time terminate this Agreement upon written notice to CONTRACTOR. RCSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, RCSD may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement.

In the event of termination for cause, RCSD may secure the required services from another contractor. .

10. COMPENSATION

The CONTRACTOR agrees to perform all the services of this agreement at a rate not to exceed \$127,500.

11. PAYMENT

The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each month. The contractor is responsible to comply with all state and federal tax requirements and is the CONTRACTOR'S sole responsibility.

12. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

13. TERM OF AGREEMENT

The term of this agreement is May 2, 2007 through December 31, 2007.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Redwood City School District:

CONTRACTOR:

Raul Parungao
Chief Business Official

Authorized Representative

Dated:

Dated:

Exhibit A – Scope of Services

Exhibit "A"

Scope of Services

City will provide all services required for the Program including, but not limited to, the following:

- (a) Provide administrative support and program supplies.
- (b) Plan and provide after school programming three (3) hours per day, five (5) days per week, throughout the school year to the conclusion of this Agreement
- (c) Provide supervision for all children within the program at a minimum of a 1:20 ratio (of leader to children) per the requirement of the grant
- (d) Assist the School District with evaluation of the program
- (e) Hire and provide supervision of one site coordinator at a minimum of 30 hours a week
- (f) Hire and provide supervision of all casual employees involved in the program