

<h1 style="margin: 0;">REPORT</h1> <p style="text-align: center; margin: 0;">To the Honorable Mayor and City Council From the City Manager</p>

July 11, 2005

Subject

Amendment #1 to the Revocable Permit between the City of the Redwood City and the Children's Creative Learning Center, Inc. (CCLC).

Recommendation

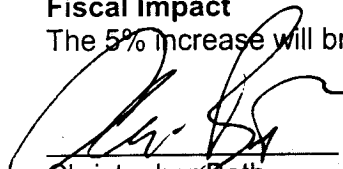
Approve by motion and authorize the City Manager to execute Amendment #1 to the Revocable Permit dated August 17, 1998 for child care services at the Sandpiper Community Center.

Background

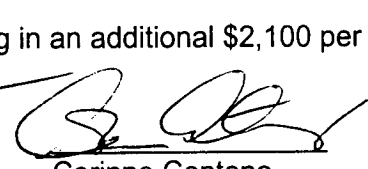
Since 1998, the Parks, Recreation and Community Services Department has held a revocable permit with the Children's Creative Learning Center, Inc. (CCLC) for childcare services at the Sandpiper Community Center. CCLC currently accommodates a program for up to 60 children from the Redwood Shores area. As part of the agreement, CCLC has paid a monthly fee to the City to cover costs of custodial, maintenance, utilities, etc. for space at the center in the amount of \$42,000 per year. The revocable permit allows for a 5% maximum increase to this rent and the City has negotiated with CCLC to do this.

Fiscal Impact

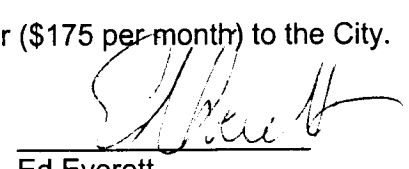
The 5% increase will bring in an additional \$2,100 per year (\$175 per month) to the City.



 Christopher Beth
 Superintendent
 Parks, Recreation and
 Community Services



 Corinne Centeno
 Director
 Parks, Recreation and
 Community Services



 Ed Everett
 City Manager

**AMENDMENT NO. 1 TO REVOCABLE PERMIT
FOR CHILDCARE PROVIDER AT SANDPIPER COMMUNITY CENTER
(CHILDREN'S CREATIVE LEARNING CENTER, INC.)**

This Amendment No. 1 is entered into and effective as of the ____ day of _____, 2005, amending the Revocable Permit dated August 17, 1998 (the "Permit") by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and the Children's Creative Learning Center, Inc. ("Permittee") (collectively, the "Parties") for providing child care services at the Sandpiper Community Center.

RECITALS

- A. Permittee has held the Permit since 1998 and has continued to meet the terms and conditions of the Permit.
- B. The Permit allows an annual increase in the Monthly Fee by up to five percent (5%).
- C. The Monthly Fee has not been increased since 1998.
- D. City desires to increase the Monthly Fee by five percent (5%).

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, the Parties agree as follows:

- 1. Section 2 of the Permit will be amended in its entirety to read as follows:
 - 2. Use of Subject Premises.
 - A. By Permittee The Subject Premises shall be used by Permittee for child care and for no other use unless agreed to in writing by City.
 - B. By City This Permit is non-exclusive in nature. City reserves the right to enter into agreements with other parties for use of the Subject Premises when not used by Permittee. Such third parties will be required to indemnify City and Permittee for any damage caused to Permittee's personal property.
- 2. Commencing July 1, 2005, Section 8 of the Permit will be amended to increase the Monthly Fee by five percent (5%) or One Hundred Seventy-Five Dollars (\$175.00). The new Monthly Fee will be Three Thousand Six Hundred Seventy-Five Dollars (\$3,675.00).

3. Section 14 of the Permit will be amended in its entirety to read as follows:

14. Monthly Fee Increase. Once per calendar year, the Director may, at his/her sole discretion, increase the Monthly Fee by, up to and including, five percent (5%) over the Monthly Fee in effect during the month prior to the fee increases taking effect. Increases in the Monthly Fee pursuant to this section shall occur by written amendment.

4. All other provisions of the Permit as may have been amended from time to time will remain in full force and effect.

5. All requisite insurance policies to be maintained by the Parties pursuant to the Permit, as may have been amended from time to time, will include coverage for this Amendment.

6. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions of this Amendment.

CHILDREN'S CREATIVE LEARNING
CENTER, INC.
794 Duane Avenue
Sunnyvale, CA 94086

CITY OF REDWOOD CITY
1017 Middlefield Road
Redwood City, CA 94063

By: 
Fran Durekas

By: _____
Ed Everett, City Manager

Title: Founder & CEO

Attest:

Patricia Howe, City Clerk