

REPORT

To the Honorable Mayor and City Council
From the City Manager

May 22, 2006

Subject

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

Recommendation

Approve and Authorize the City Manager to Execute Amendment Number 4 of the Agreement between the City of Redwood City and the Redwood City School District for the 2005-2006 school year and any non-substantive amendments thereto

Background

The City of Redwood City in partnership with the Redwood City School District and Redwood City 2020 have been using Federal 21st Century After School Funding and State After-School grants to operate After School Learning Centers at eight school sites in Redwood City. The original agreement, dated September 8, 2003, has been amended in the past to extend and ratify the agreement and to accept new reimbursement amounts.

Amendment Number 4 will allow the City to receive an additional \$30,000 for this school year (2005-2006) as the 21st Century Grants have increased their reimbursement rate for children in 4 of our after school learning sites from \$5.00 a day to \$7.50 a day. The parties have agreed that the additional funds received will be spent on teacher expenses, program supplies and evaluation services.

Fiscal Impact

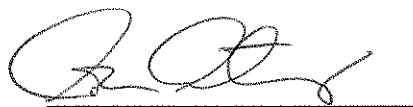
The additional funding of \$30,000 will increase the total 21st Century Grant amount that the City will receive for the 2005-2006 school year to \$287,917.

Alternative

Council may choose not to accept the additional funding.



Chris Beth
Superintendent



Corinne Centeno
Director



Edward Everett
City Manager

Attachment:

Amendment Number 4

**AMENDMENT NO. 4
AMEND AGREEMENT FOR
AFTER SCHOOL PROGRAM SERVICES**

(CITY OF REDWOOD CITY AND REDWOOD CITY SCHOOL DISTRICT)

This Amendment No. 4 is entered into and effective as of the ___ day of May, 2006, amending the Agreement entitled "Agreement For Services City of Redwood City and Redwood City School District (After School Program Services)" dated September 8, 2003 ("Agreement") by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and the Redwood City School District ("District") (collectively, the "Parties") for after school program services.

RECITALS

A. On June 29, 2004, the Parties executed Amendment No. 1 to the Agreement to increase compensation paid to City; and

B. On January 25, 2005, the Parties executed Amendment No. 2 to the Agreement to accomplish the following: (1) to alter the Agreement's scope of work and fee schedule to include the following schools: Fair Oaks, Hawes, John Gill, Selby Lane and Roosevelt; (2) to extend the Agreement for a period of one year from June 20, 2004 to June 20, 2005; (3) to accept and approve as consideration for City services rendered, an not-to-exceed amount of \$257,917 for the June 20, 2004 to June 20, 2005 period; and (4) to ratify any work completed from June 20, 2004 to January 12, 2005; and

C. On June 23, 2005, the Parties executed Amendment No. 3 to the Agreement to increase the not-to-exceed amount for the period June 20, 2005 to June 30, 2005 to \$296,966.61, and to extend and amend the existing agreement for another period beginning June 20, 2005 through June 30, 2006 for an annual not-to-exceed amount of \$257,917; and

D. The Parties have negotiated and agreed to the acceptance of a new change in the reimbursement amount for children enrolled in after-school programs at 4 school sites. The new reimbursement rate has increased to \$7.50 per child (an increase of \$2.50) for those students who were added to the after-school programs at Fair Oaks, Hawes, John Gill and Roosevelt Schools (through a new 21st Century Grant extension); and

E. The increase for reimbursement to the City of Redwood City for the 2005-2006 Fiscal Year is \$30,000. This new revenue increases the existing "Not to Exceed Amount" as described in Amendment No. 3 to Two-Hundred Eighty-Seven Thousand Nine-Hundred Seventeen Dollars (\$287,917). The expenditure of new revenue is outlined in an amended Exhibit "A", Scope of Services and Fee, attached hereto and incorporated herein.

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

1. In addition to those services contained in the Agreement, as may have been amended from time to time, City will provide those services described in the amended Exhibit "A"; and

2. The Parties accept the new reimbursement amount of Thirty Thousand Dollars (\$30,000) from the 21st Century Grant to be spent by June 30th, 2006. With this Amendment No. 4, the total annual Agreement amount shall not exceed Two-Hundred Eight-Seven Thousand Nine-Hundred Seventeen Dollars (\$287,917).

3. District will pay City for all work associated with those services described in Exhibit "A" on a time and materials basis not-to-exceed Two-Hundred Eighty-Seven Thousand Nine-Hundred Seventeen Dollars (\$287,917) for the 2005-2006 school year ending June 30, 2006. City will provide District, on a monthly basis, copies of invoices sufficiently detailed as agreed to by the Parties.

4. Any work completed from June 20, 2005 to the date first above written is hereby ratified by the Parties.

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

6. All requisite insurance policies to be maintained by the Parties pursuant to the Agreement, as may have been amended from time to time, will include coverage for this Amendment No. 4.

7. The individuals executing this Amendment No. 4 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 No. 4.

DISTRICT:
REDWOOD CITY SCHOOL DISTRICT
750 Bradford Street
Redwood City, CA 94063

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

By: _____
Jan Christensen
Superintendent

By: _____
Ed Everett, City Manager

Attest: _____
Patricia Howe, City Clerk

EXHIBIT A
SCOPE OF SERVICES AND FEE

1. Parties agreed to spend the new reimbursement of 21st Century Grants funds in the amount of \$30,000 in the following manner:
 - a. \$10,000 for teacher expenses
 - b. \$10,000 for Parks and Recreation Program expenses (supplies and staff overtime)
 - c. \$10,000 for evaluation services

1. SCOPE OF SERVICES

The CITY agrees to furnish diligently and faithfully, academic enrichment and recreation programs, after school program evaluation and sustainability planning for Fair Oaks, Hawes, John Gill, Selby Lane and Roosevelt Schools with the terms and conditions of this agreement.

The CITY agrees to provide:

- a) Administrative support and program supplies
- b) After school programs 3 hours daily, 5 days a week, throughout the school year to the conclusion of this agreement.
- c) Red Morton Community Center membership for families with students attending John Gill and Hawes schools.
- d) Conduct after school program reporting and evaluation.
- e) Develop after school program sustainability plan.

2. USE OF SUBCONTRACTORS

The CITY shall hire:

1 site Coordinator and 6 recreation leaders per site