

# REPORT

To the Honorable Mayor and City Council  
From the City Manager

June 30, 2008

## SUBJECT

Amendment #2 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 #2 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 \$44,100 per year. The revocable permit allows for a 5% maximum increase to this rent and the City has negotiated with CCLC to do this beginning July 2008. The last time we increased the rent was in July 2005 under Amendment #1 to the Revocable Permit which was approved by Council.

## ALTERNATIVES

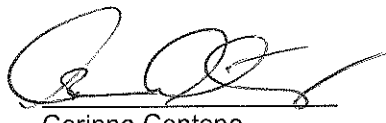
Not to approve the Amendment and keep the monthly rental rate at the same level.

## FISCAL IMPACT

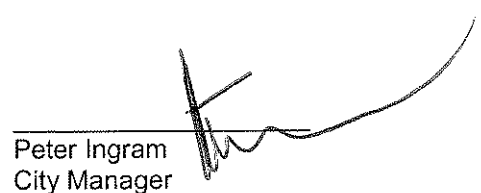
The 5% increase will bring in an additional \$2,205 per year (\$183.75 per month) to the City.



Christopher Beth  
Superintendent  
Parks, Recreation and  
Community Services



Corinne Centeno  
Director  
Parks, Recreation and  
Community Services



Peter Ingram  
City Manager

**ATTACHMENTS**

1. Amendment No. 2, CCLC Revocable Permit

**RELATED DOCUMENTS IN CITY CLERK'S OFFICE**

None

**AMENDMENT NO. 2 TO REVOCABLE PERMIT  
FOR CHILDCARE PROVIDER AT SANDPIPER COMMUNITY CENTER**

**(CHILDREN'S CREATIVE LEARNING CENTER, INC.)**

This permit ("Amendment No. 2") is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2008, 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. The Parties previously entered into a permit entitled "Grant of Revocable Permit Child Care Provider at Sandpiper Community Center", dated August 17, 1998 (the "Original Permit"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated July 12, 2005, and is again amended by this Amendment No. 2. The Original Permit and all previous amendments are collectively referred to herein as the "Original Permit as Amended"; and
- C. Permittee continues to meet the terms and conditions of the Original Permit as Amended; and
- D. The Original Permit allows an annual increase in the Monthly Fee by up to five percent (5%), and the Monthly Fee was increased in 2005 by 5% through Amendment No. 1; and
- E. The 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. Commencing July 1, 2008, Section 8 of the Original Permit as Amended, entitled "Monthly Fee" will be amended to increase the Monthly Fee by five percent (5%) or One Hundred Eighty-Three Dollars and Seventy-Five Cents (\$183.75). The new Monthly Fee will be Three Thousand Eight Hundred Fifty Eight Dollars and Seventy-Five Cents (\$3858.75).

2. Section 8 of the Original Permit as Amended, entitled "Monthly Fee" is hereby amended, in relevant part, to read as follows:

"Permittee shall pay City, at 1017 Middlefield Road, Redwood City, CA 94063, in advance, the sum of Three Thousand Eight Hundred Fifty Eight Dollars and Seventy-

Five Cents (\$3,858.75) per calendar month (the "Monthly Fee")."

3. All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

4. 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.

5. 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

By: \_\_\_\_\_  
Carol Miller

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Peter Ingram, City Manager

Attest:

\_\_\_\_\_  
Silvia Vonderlinden, City Clerk