



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2012/2013 (\$573,980) and Appropriating Funds (\$156,612)

MEETING DATE: June 20, 2012

PREPARED BY: Interim Director Parks, Recreation and Cultural Services

RECOMMENDED ACTION: Adopt resolution approving contract with Lodi Unified School District to provide after-school staff support for the Bridge program at 13 locations during Fiscal Year 2012/2013 (\$573,980) and appropriating funds in the amount of \$156,612.

BACKGROUND INFORMATION: Lodi Unified School District is the recipient of an After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

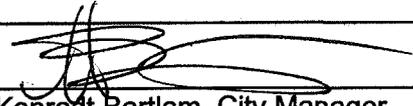
The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. Lodi Unified has contracted with the City (sub-recipient) to provide these services for the past five years, and has negotiated an agreement for the Parks, Recreation and Cultural Services Department to expand its services from nine to 13 sites in Fiscal Year 2012/13. The nine returning sites are Beckman, Borchardt, Heritage, Lawrence, Needham, Nichols, Victor, Washington and Woodbridge elementary schools. The new sites are Live Oak Elementary, Houston (K-8) and Lodi and Millswood middle schools. Lodi Unified is pleased with the service the Department provides at the existing sites.

The Department will receive \$44,000 per year per elementary school site and \$44,660 per middle school site. The contract is scheduled to go before the Lodi Unified School District Board for consideration on June 26, 2012, and is anticipated to be approved without reservation.

The Fiscal Year 2012/13 budget adopted on June 6, 2012 did not anticipate the increased revenue or expenses associated with the four additional sites. Therefore, an additional appropriation, covered by grant funds, is requested to cover the additional program costs

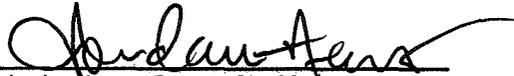
FISCAL IMPACT: The \$573,980 in revenue will cover the program's costs. Appropriation for 347213.

APPROVED:


Konradt Bartlam, City Manager

Adopt Resolution Approving Contract with Lodi Unified School District to Provide After-School Staff Support for the Bridge Program at Thirteen Locations During Fiscal Year 2012/2013 (\$573,980) and Appropriating Funds (\$156,612)

FUNDING AVAILABLE: Per agreement with Lodi Unified *School* District.



Jordan Ayers, Deputy City Manager



Jeff Hood
Interim Director Parks, Recreation and Cultural Services

JH:tl

Attachments: Resolution, agreement

**LODI UNIFIED SCHOOL DISTRICT
Division of Business services
SERVICES AGREEMENT**

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and
City of Lodi Parks and Rec Dept hereinafter called the Contractor. Independent Contractor shall provide the
 following services Services provided to Beckman, Lodi Middle, Millswood Middle, Houston, Woodbridge, Needham, Lawrence,
Washington, Victor, Borchartt, Nichols, Live Oak, and Heritage schools for education offering academic and enrichment components
 to assist the District in significantly increasing student performance and eliminating the achievement gap.

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The services shall begin on July 25, 2012 and be completed by June 1, 2013.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every **30** days, **upon** prior receipt and approval of a work completion statement:

§ Not to exceed: \$573,980.00 Five Hundred Seventy Three Thousand, Nine Hundred Eighty Dollars-----

Funding/Account Code: 01.6010.3.1110.1000.5800.942.6412.00

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement, Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members, or representatives shall not be liable for any loss, damage, injury, or liability of any kind, person, or property arising from the acts, omissions, or negligence of Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Independent Contractor

 Signature

Date: _____

Address: 125 N. Stockton St.

Lodi, CA 95240

Phone: 209.333.6742 www.lodi.gov

District

Requested by:  1/7/12
 _____ (Date)

School Site: _____ (Date)

Authorized by: _____ (Date)

Approved by: _____
 Chief Business Officer

Date of Board Ratification: _____

THIS CONTRACT IS NOT VALID UNTIL RATIFIED BY THE BOARD OF TRUSTEES
 APPROVE AS TO FORM: ATTEST:

rev. 7/20/07

 D. ~~STEPHEN~~ SCHWABAUER, CITY ATTORNEY

 RANDI JOHL, CITY CLERK

RESOLUTION NO. 2012-106

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT BETWEEN LODI UNIFIED SCHOOL
DISTRICT AND THE CITY OF LODI TO PROVIDE THE
BRIDGE PROGRAM AT 13 LOCATIONS DURING
FISCAL YEAR 2012/13; AND FURTHER
APPROPRIATING FUNDS

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WHEREAS, Lodi Unified School District is the recipient of an After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract in the amount of \$573,980 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge program at 13 locations during Fiscal Year 2012/13; and

BE IT FURTHER RESOLVED that funds in the amount of \$156,612 be appropriated from Lodi Unified School District ASES Program.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-106 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDT JOHL
City Clerk