



**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 2013/2014 (\$580,321)

MEETING DATE: August 7, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

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 2013/2014 (\$580,321).

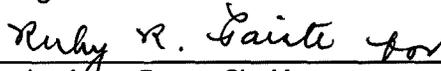
BACKGROUND INFORMATION: Lodi Unified School District is the recipient of a state After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

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 six years, and has negotiated an agreement for the Parks, Recreation and Cultural Services Department to do so again in Fiscal Year 2013/14. The 13 sites are Beckman, Borchardt, Heritage, Lawrence, Needham, Nichols, Victor, Washington, Woodbridge and Live Oak elementary schools, Lodi and Millswood middle schools, and Houston School (K-8). The District's other schools in Lodi do not qualify for grant funding.

The Department will receive \$44,500 per year per elementary school site and \$45,107 per middle school site, including Houston School. Aside from a slight increase in revenue from FY 2012/13 because of more school days, the contract terms are unchanged from the previous year.

FISCAL IMPACT: The \$580,321 in revenue will cover the program's costs.

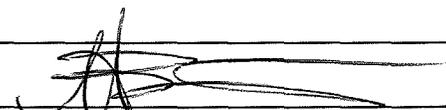
FUNDING AVAILABLE: Per agreement with Lodi Unified School District.


Jordan Avers, Deputy City Manager


Jeff Hood
Parks, Recreation and Cultural Services Director

JH:tl

Attachments: Resolution, agreement

APPROVED: 
Konradt Bartlam, City Manager

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 Recreation Department hereinafter called the Contractor. Independent Contractor shall provide the following services: to provide support for education offering academic and enrichment components to assist the district in significantly increasing student performance and eliminating the achievement gap at Beekman, Borchardt, Nichols, Heritage, Woodbridge, Needham, Lawrence, Washington, Victor, and Live Oak Elementary Schools; Millswood, Lodi, and Houston Middle Schools.

The services shall begin on July 26, 2013 and be completed by May 30, 2014.

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: \$580,321.00. (Five hundred eighty thousand, three hundred and twenty one dollars.)

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 at 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:

X _____

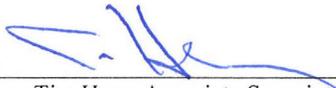
Date: _____

Address: Konradt Bartlam, City Manager

125 N. Stockton St., Lodi, CA 95240

Phone: (209) 333-6742

District:

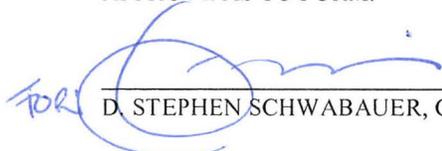
Authorized by  _____
Tim Hern, Associate Superintendent/CBO

Date: July 23, 2013

Date of Board Approval: June 25, 2013

APPROVE AS TO FORM:

ATTEST:

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D. STEPHEN SCHWABAUER, CITY ATTORNEY

RANDI JOHL, CITY CLERK

RESOLUTION NO. 2013-144

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 2013/14

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract in the amount of \$580,321 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge Program at 13 locations during fiscal year 2013/14.

Dated: August 7, 2013

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I hereby certify that Resolution No. 2013-144 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 7, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk