

RESOLUTION NO. 2011-640

Adopted by the Sacramento City Council

November 29, 2011

APPROVING AGREEMENTS WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR START PROGRAM

BACKGROUND

- A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after-school literacy and enrichment program since 1996.
- B. The City has operated the START program at numerous elementary schools in the Sacramento City Unified School District (Sacramento City) as a direct grant recipient from the California Department of Education (CDE) and/or as a contractor for many years.
- C. Sacramento City is now the direct grant recipient from CDE for the after-school program at their elementary schools. Based on a competitive process, Sacramento City selected the City to continue to operate the START program on a contract basis at 15 schools during July 2011 and at 27 schools during the 2011/12 school year. Sacramento City will pay the City's direct costs of operating the programs, up to a total of \$126,998 for July 2011 and up to \$3,013,980 for school year 2011/12. No additional General Fund appropriation for START is required to perform the services under the proposed agreements.
- D. During the next few years Sacramento City may choose to extend the contractual relationship with the City to subsequent fiscal years, increase or decrease the cost paid per student, change the number of students to be served at any particular school or change other operational requirements. In addition, because the City has experience operating the START program at many Sacramento City elementary schools, Sacramento City may request the City to operate the START program at additional schools or to substitute schools.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or his designee is authorized to execute an agreement with the Sacramento City Unified School District (Sacramento City) for the City's Sacramento START (Students Today Achieving Results for Tomorrow) after-school program to operate the program at 15 elementary schools during July 2011 and be reimbursed by Sacramento City up to a total of \$126,998.

- Section 2. The City Manager or his designee is authorized to execute an agreement with Sacramento City for the Sacramento START program to operate at 27 elementary schools during the 2011/12 school year and be reimbursed by Sacramento City up to a total of \$3,013,980 in Fiscal Year (FY) 2011/12.
- Section 3. The City Manager or his designee is authorized to enter into any amendments or new agreements with Sacramento City for operation of the START program at one or more of the same 15 summer schools or 27 school year schools through June 30, 2015, subject to approval as to form by the City Attorney, which may extend the term, change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment or new agreement does not increase the maximum annual payment to the City by more than \$500,000 above the FY2011/12 amount and the additional services can be provided by the START program and require no additional General Fund support.
- Section 4. The City Manager or his designee is authorized to enter into any new agreements with Sacramento City for operation of the START program at other Sacramento City schools through June 30, 2015, subject to approval as to form by the City Attorney, if the new agreements contain substantially the same contract terms and conditions as the agreement described in Section 2 and the services can be provided by the START program and require no additional General Fund support.
- Section 5. The City Manager or his designee is authorized to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with Sacramento City.
- Section 6. The agreement described in Section 1 is attached as Exhibit A and the agreement described in Section 2 is attached as Exhibit B and are made a part of this Resolution.

Table of Contents:

- Exhibit A - Agreement for Summer 2011
Exhibit B - Agreement for School Year 2011/12

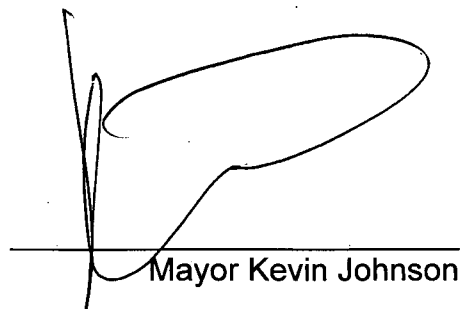
Adopted by the City of Sacramento City Council on November 29, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:


Shirley Concolino, City Clerk

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FACE: Youth Development Support Services
Youth Engagement Services

And

City of Sacramento, START Program

The Sacramento City Unified School District ("District") and the City of Sacramento ("City") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on July 1st, 2011 ("Effective Date") with respect the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento's START Program in providing after school and summer programs;

WHEREAS, the ultimate goals of the Agreement are (1) provide supplemental after school programs from July 1st to July 29th, 2011; (2) provide 1:20 ratio to approximately 810 students; (3) provide direct service to Hubert Bancroft; John Cabrillo; Freeport; Fruit Ridge; Golden Empire; HW Harkness; Mark Hopkins; William Land; Abraham Lincoln; Oakridge; Earl Warren; AM Winn; CB Wire; Woodbine; and Edward Kemble Elementary Schools; (4) work collaboratively with the District to provide services to students and report targeted attendance and other pertinent information back to the District; and (5) adhere to District protocols and policy pertaining to after school and out of school time programs.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. City's City of Sacramento Program will work with the District's Youth Engagement Services staff in program implementation. City of Sacramento will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students.
- ii. District shall provide a district-level Area Specialist to liaison with all participating schools. The Area Specialist will work with the City of Sacramento Summer Coordinator to successfully facilitate all aspects of the summer programs, including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.
- iii. District shall provide overall management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all trainings, events, and program. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, City of Sacramento shall invoice the District in installments not to exceed a total amount of \$126,998.00. The final installment shall not be invoiced until completion of all obligations pursuant to this Agreement.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, the CITY, and each of CITY's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. Agreement 2001-050 is attached is attached for reference.

E. Fingerprinting Requirements. District has determined that services performed under this Agreement will result in contact with students. City of Sacramento shall obtain fingerprinting clearance for all employees before services can begin. City of Sacramento will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from July 1st, 2011, through August 31st, 2011. Either Party may terminate this Agreement without cause and without incurring further financial obligation with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to: City of Sacramento, START Program
c/o Brian Fitzgerald
PO Box 245750
Sacramento, CA 95824
Phone: (916) 808-6196

If to: Sacramento City Unified School District
C/o Youth Development Support Services
Serna Center
5735 47th Avenue, Box 767
Sacramento, CA 95824
Phone: (916) 643-7994

H. Indemnity. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. Agreement 2001-050 is attached is attached for reference.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

J. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in

Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

K. Assignment. This Agreement is made by and between CITY OF SACRAMENTO and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____
Patricia Hagemeyer, Chief Business Officer
Sacramento City Unified School District

_____ Date

CITY OF SACRAMENTO:

By: _____
Authorized Signature

_____ Date

Print Name: _____

Title: _____

APPROVED AS TO FORM:



CITY ATTORNEY

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FACE: Youth Development Support Services
Youth Engagement Services

And

City of Sacramento, START Program

The Sacramento City Unified School District ("District") and the City of Sacramento ("City"), collectively hereinafter referred to as "the Parties," hereby enter into this Agreement for START Program services ("Agreement") effective on August 15th, 2011 ("Effective Date").

RECITALS

WHEREAS, the District desires to engage City's Sacramento START Program to develop, maintain and sustain programs that offer support services to 27 elementary schools, outlined in Attachment B, during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students;

WHEREAS, District and City's Sacramento START Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at 27 Elementary Schools, outlined in Attachment B, during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school programs for students, and deter, tobacco, alcohol and other drug use; and

WHEREAS, the ultimate goals of the Agreement is for the City to (1) provide after school programs for school year 2011-12; (2) provide at least 1:20 ratio of staff to students on each school site; (3) work collaboratively with the District to provide services to students, ensure targeted attendance is achieved per school, provide and communicate other pertinent information back to the District; and (4) adhere to District protocols and policy pertaining to after school and out of school time programs.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. City's Sacramento START Program will work with the District's Youth Engagement Services staff in ASES program implementation. City will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students. City's Sacramento START Program shall adhere to scope of services outlined in Attachment A for designated schools outlined in Attachment B.

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding to City for the services pursuant to Paragraph B, below. District shall provide district-level Area Specialist(s) to liaison with City at all participating schools. The Area Specialist(s) will work with the City's START Program supervisor to successfully facilitate all aspects of the after school programs,

including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.

iii. District shall provide overall management, administrative oversight, coordination of activities and logistics for the ASES program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the services pursuant to this Agreement, CITY shall invoice the District not to exceed ~~\$3,013,979.78~~, with payment to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY shall provide documentation of at least 15% match of the total contracted amount to the District for the program costs assumed by City. Pursuant to this Agreement, CITY's administrative costs paid by District may not exceed 7.5% for 22 school sites and 0% for 5 school sites, as outlined in Attachment B.

C. Independent Contractor. While engaged in providing the services under in this Agreement and otherwise performing as set forth in this Agreement, the CITY, and each of CITY's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

E. Fingerprinting and TB Requirements. District has determined that services performed by City under this Agreement will result in contact with students. City shall obtain fingerprinting and TB clearance for all employees before services can begin. City will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs later, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from August 15, 2011, through June 30, 2012. Either Party may terminate this Agreement without cause and without incurring further financial obligation with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to: City of Sacramento, START Program
C/o Brian Fitzgerald
PO Box 245750
Sacramento, CA 95824
Phone: (916) 808-6196

If to: Sacramento City Unified School District
C/o Zenae Scott, Youth Development Support Services
Serna Center
5735 47th Avenue, Box 767
Sacramento, CA 95824
Phone: (916) 643-7994

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

H. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

I. Assignment. This Agreement is made by and between CITY and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT:

By: _____
Patricia A. Hagemeyer, Chief Business Officer
Sacramento City Unified School District

Date

CITY OF SACRAMENTO:

By: _____
Authorized Signature

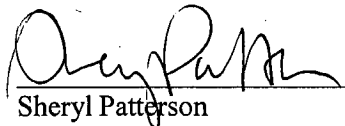
Date

Print Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:



Sheryl Patterson
Senior Deputy City Attorney

City Clerk

ASES: Sacramento City USD and City's Sacramento START Program
Scope of Services: August 15, 2011 to June 30, 2012
Attachment A*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize City's Sacramento START Program in sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of City's Sacramento START Program to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet with the District contact person, City's Sacramento START Program site liaison and site administrator to identify program needs, successes, and assistance needed.

CITY'S SACRAMENTO START PROGRAM shall:

1. Adhere to District protocols and policy pertaining to after school and out of school time programs.
2. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
3. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by City's Sacramento START Program and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
4. Work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared with stakeholders.
5. Provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Maintain at least 85% of targeted attendance for the school site.
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The City's Sacramento START Program shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development in a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.
16. Provide a site coordinator and sufficient staffing to maintain a 20:1 student/staff ratio.
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.

18. Provide annually in-kind support and direct services totaling 15% of contracted amount. Such financial support to be itemized and reported to the District.
19. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component

DISTRICT'S SCHOOL SITE SHALL:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the site coordinator, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide data information back to SCUSD for reporting to California Department of Education on student progress within the ASES after school program.

ASES: Sacramento City USD and City's Sacramento START Program
Scope of Services: August 15, 2011 to June 30, 2012
Attachment B*

School Site Breakdown:

School Site	Grant Award	Contracted Amount	Target Daily Attendance (Based on 177 days)
A. M. Winn	\$130,500	\$120,713	98
Abe Lincoln	\$112,500	\$104,063	85
Bret Harte	\$130,500	\$120,713	98
CB Wire	\$115,763	\$107,080	87
Elder Creek	\$283,730	\$262,450	214
Ethel Philips	\$112,500	\$104,063	85
Father KBK	\$112,500	\$104,063	85
Fruit Ridge	\$108,000	\$99,900	81
Hollywood Park	\$101,813	\$94,177	77
Hubert Bancroft	\$97,200	\$89,910	73
Isador Cohen	\$112,500	\$104,063	85
James Marshall	\$112,500	\$104,063	85
Mark Hopkins	\$128,613	\$118,967	97
Mark Twain	\$112,500	\$104,063	85
OW Erlwine	\$112,500	\$104,063	85
Parkway	\$124,725	\$115,371	94
Peter Burnett	\$136,350	\$126,124	103
Pony Express	\$112,500	\$104,063	85
Susan B Anthony	\$193,050	\$178,571	145
Tahoe	\$112,500	\$104,063	85
Washington	\$112,500	\$104,063	85
William Land	\$129,600	\$119,880	98
Up to 7.5% administrative cost allowed		\$2,594,480	
Freeport	\$111,750	\$85,000	84
Golden Empire	\$112,500	\$90,000	85
Theodore Judah	\$112,500	\$90,000	85
David Lubin	\$82,962	\$64,500	62
John Cabrillo	\$112,500	\$90,000	85
0% of administrative cost allowed		\$419,500	
Total Contracted Amount		\$ 3,013,979.78	