



AMENDMENT NO. #1
TO Program Provider Agreement ("Agreement")

Legal Doc./Contract No. of this signed Amendment (*Legal use only*): 90872

Legal Doc./Contract No. of Agreement/Prior Amendment(s) if different from above: # 90872

OTHER PARTY

City of Reedley ("Other Party")
DBA (*leave blank if none*):
Attn: Sarah Reid, Community Services Interim
Director
100 N. East Ave.
Reedley CA, 93654
Phone: (559) 637-4203
Email: sarah.reid@reedley.ca.gov

FCSS

Fresno County Superintendent of Schools ("FCSS")
Attn: Helena Silva, Senior Director
Dept.: Safe and Healthy Kids
Fresno County Office of Education
1111 Van Ness Ave
Fresno, CA 93721
Phone: (559) 265-3093
Email: hsilva@fcoe.org

If any information stated above is different from that stated on the Agreement or any prior amendment(s), a Party hereby authorizes the other Party to give, effective on the Amendment Effective Date, all notices, demands, and other communications relating to the Agreement and any amendment(s) thereto to the Party, in accordance with the provisions in the Agreement, to the person and address or email stated above.

TERM OF CONTRACT ("Contract Term", dates must match those stated on Agreement):

Effective Date: July 1, 2017
Termination Date: June 30, 2018

EFFECTIVE DATE OF AMENDMENT (date must be within the Contract Term stated in Agreement/prior amendment(s)):

"Amendment Effective Date":
July 2, 2017

AMENDMENT: Other Party and FCSS are referred to separately as a "Party" and collectively as the "Parties". The Parties entered into the above-referenced Agreement and hereby desire to amend said Agreement as set forth below (*complete each as indicated below*):

1. CONTRACT TERM

- 1.1 The Termination Date was previously amended to: No change
- 1.2 This Amendment changes the Termination Date as follows (*mark one and complete as required*):
- ☒ No change ☐ New Termination Date:

2. CONTRACT AMOUNT

- 2.1 The Contract Amount of the Agreement is: \$297,063
- 2.2 The sum of all prior amendments to the Agreement is (*state \$0 if none*): \$
- 2.3 This Amendment changes the Contract Amount as follows (*mark one and complete as applicable*):
- ☐ No change
- ☒ Increase by the following amount: \$ 7,659
- ☐ Decrease by the following amount: \$
- ☐ Modify as follows: \$
- 2.4 The amended Contract Amount is (*sum of 2.1 to 2.3*): \$ 304,727

3. SERVICES/WORK. This Amendment changes the Services/Work as follows (mark one and complete as applicable):

☐ No change

☒ Add the following: Site Schedule No.1: See line item #1 --adjusted subtotal amount. Added line item #13. Site Schedule No. 3: See line item #1 - 4 --adjusted hours. Added line item #7.

☐ Delete the following:

☐ Modify as follows:

4. OTHER CHANGES (leave blank if none):

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Amendment, the Other Party and FCSS hereby enter into this Amendment. Unless specifically stated in this Amendment otherwise, this Amendment and the amendments set forth herein are effective commencing on the Amendment Effective Date stated above. Except as stated in this Amendment, all terms and conditions of the Agreement and all prior amendments thereto, if any, shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Amendment shall have the same meaning as in the Agreement. If any provision of this Amendment conflicts with any provision of the Agreement, the provision of this Amendment shall govern but only as to this Amendment. If any provision of this Amendment conflicts with any provision of a prior amendment, the provision of the amendment that is most recent in time shall govern unless specifically stated otherwise in one of the amendments. Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Amendment.

OTHER PARTY

By: _____

Print Name: _____

Title: _____

FCSS

By: _____

Dr. Kathryn Catania
Jim A. Yovino, Superintendent
or Authorized Designee

//

Dr. Kathryn Catania, Deputy Superintendent

To Program Provider Agreement: FRESH After School Partnership Program

[illegible]

SITE SCHEDULE NO. 1

Contractor: City of Reedley

School District: Kings Canyon Unified School District

School Site and Address: T L Reed, 1400 N. Frankwood Ave., Reedley, CA 93654

Following is a breakdown of the Services that Contractor will provide at the above-stated School Site:

SERVICES TO BE PROVIDED										
ITEM NO.	QTY	DESCRIPTION	# Months	# Reg. Program Days	# Hours Per Day	# Daily Release Days	# Hours Per Day	Other Hours	Total HRS	SUBTOTAL
1	1	Site Coordinator		137	4.25	41	5.75	109		19,213
2	1	Assist. Site Coordinator		137	4.0	41	4.75	101		12,234
3	1	Recreation Leader		137	4.0	41	4.75	101		11,391
4	1	Recreation Leader (Kinder)		137	4.25	41	5.75	101		11,488
5	2	Recreation Leaders		137	4.0	41	4.75	101		21,094
6	2	Recreation Leaders		137	4.0	41	4.75	101		19,828
7	2	Recreation Leaders		137	4.0	41	4.75	101		19,406
8	4	Recreation Leaders		137	4.0	41	4.75	101		37,968
9	1	Administrative Cost								34,217
10	1	Professional Services								11,036
11	1	Cell Phone								480
12	1	Misc. purchases and presenters								2,000
13	1	Site Lead to Boost Conference -Registration -Hotel -Per Diem Rate -Mileage								1,181
Site Contract Amount (sum of subtotal amounts):										\$201,536

SCHOOL AUTHORIZED AGENT: The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Site Contract Amount, and all terms and conditions in this Site Schedule. If required by the separate contract between the School District and ECSS, two School Authorized School Agents must sign this Site Schedule.

By: Rick McCallum
Print Name: Rick McCallum
Title: Principal

By: Helena Silver
Print Name: Helena Silver
Title: Senior Director

Date: 2/23/18

CONTRACTOR: Nicole Zieba hereby approves this Site Schedule as evidenced by the signature below.

By: [Signature]
Print Name: Nicole Zieba
Title: City Manager
Date: 2/23/18

NOTE: This Site Schedule must be signed by the School Authorized Agent, Contractor, and FCSS in order to be effective and valid.

Date: 5/23/18

FCSS: FCSS hereby approves this Site Schedule as evidenced by the signature below.

By: _____
Print Name: _____
Title: _____
Date: _____

SITE SCHEDULE NO. 2

Contractor: City of Reedley

School District: Kings Canyon Unified School District

School Site and Address: T L Reed, 1400 N. Frankwood Ave., Reedley, CA 93654

Following is a breakdown of the Services that Contractor will provide at the above-stated School Site:

SERVICES TO BE PROVIDED									
ITEM NO.	QTY	DESCRIPTION	#Months	#Reg. Program Days	#Hours Per Day	#Early Release Days	#Hours Per day	Other Hours	SUBTOTAL
1	1	Site Coordinator Parent Nights		12	2.5				660
2	1	Recreation Leader, Parent Nights		12	2.5				360
3	1	Literacy Coordinator		6	15				1,980
4	1	Literacy Assistant		6	15				1,305
4	1	Literacy Leader		6	15				1,215
5	2	Literacy Leader		6	15				2,250
6	2	Literacy Leaders		6	15				2,114
7	2	Literacy Leaders		6	15				2,070
8		Administrative Services							2,000
		Payroll Taxes							1,196
Site Contract Amount (sum of subtotal amounts):									\$15,150

SCHOOL AUTHORIZED AGENT: The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Site Contract Amount, and all terms and conditions in this Site Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Site Schedule.

By: _____
 Print Name: Rick McCollum
 Title: Principal
 Date: _____

By: _____
 Print Name: Helena Silva
 Title: Senior Director
 Date: 5/23/17

CONTRACTOR: Contractor hereby approves this Site Schedule as evidenced by the signature below:

By: _____
 Print Name: Nicole Zieba
 Title: City Manager
 Date: 4/9/18

FCSS: FCSS hereby approves this Site Schedule as evidenced by the signature below.

By: _____
 Print Name: _____
 Title: _____

NOTE: This Site Schedule must be signed by the School Authorized Agent, Contractor, and FCSS in order to be effective and valid.

Date: _____

SITE SCHEDULE NO. 3

Contractor: City of Reedley

School District: Kings Canyon Unified School District

School Site and Address: Washington, 1250 K St., Reedley, CA 93654

Following is a breakdown of the Services that Contractor will provide at the above-stated School Site:

SERVICES TO BE PROVIDED									
ITEM NO.	QTY	DESCRIPTION	# Months	# Reg. Program Days	# Hours Per Day	Weekly Release Days	# Hours Per Day	Other Hours	SUBTOTAL
1	1	Site Coordinator		137	6	41	6	120	23,166
2	1	Recreation Leader		137	4.0	41	4.75	75	11,449
3	1	Recreation Leader		137	4.0	41	4.75	75	10,223
4	3	Recreation Leader		137	3.75	41	4.75	75	26,469
5		Administrative Services							14,188
6		Misc. cell phone, presenters							1,360
7		Site Lead to Boost Conference -Registration -Hotel -Per Diem Rate							1,181
8									
Site Contract Amount (sum of subtotal amounts):									\$88,036

SCHOOL AUTHORIZED AGENT: The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Site Contract Amount, and all terms and conditions in this Site Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Site Schedule.

By: Mary Stanley
 Print Name: Mary Stanley
 Title: Principal
 Date: _____

By: Adlene Silva
 Print Name: Adlene Silva
 Title: Senior Director
 Date: 5/23/17

CONTRACTOR: Contractor hereby approves this Site Schedule as evidenced by the signature below

By: Nicole Zieba
 Print Name: Nicole Zieba

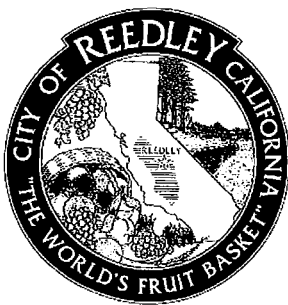
FCSS: FCSS hereby approves this Site Schedule as evidenced by the signature below.

By: _____

Title: _____ City Manager _____
Date: _____

Print Name: _____
Title: _____
Date: _____

NOTE: This Site Schedule must be signed by the School Authorized Agent, Contractor, and FCSS in order to be effective and valid.



REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: _____

DATE: March 27, 2018

TITLE: STAFF RECOMMENDS THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS FOR THE ASES AFTER SCHOOL PROGRAMS:

- A) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE PROGRAM PROVIDER AGREEMENT AMENDMENT NO. 1 WITH FRESNO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE PROGRAMS AT TL REED AND WASHINGTON SCHOOL SITES.
- B) ADOPT RESOLUTION NO. 2018-025 AMENDING THE 2017-18 ADOPTED BUDGET APPROPRIATING \$7,218 IN THE GENERAL FUND FOR AFTER SCHOOL SERVICES AT WASHINGTON SCHOOL SITE.

SUBMITTED: Sarah Reid
Community Services Interim Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions for the ASES After School Programs: 1) Approve and authorize the City Manager to sign the Program Provider Agreement Amendment No. 1 with Fresno County Superintendent of Schools for the programs at TL Reed and Washington School sites. 2) Adopt Resolution No. 2018-025 amending the 2017-18 Adopted Budget appropriating in the General Fund for the After School services at Washington School site.

EXECUTIVE SUMMARY

The City of Reedley provides services for the after school programs at TL Reed and Washington School sites. Services that the City provides include hiring, training and supervision of personnel, payroll, budget management, reimbursement billing, coordination with the school principals, and providing a cell phone for each school site. City staff is amending the budget to reflect additional personnel funds for Washington School Site to cover the remainder of the 2017-18 school year and send both Site Coordinators to the After School Boost Conference. An amendment was completed with Fresno County Superintendent of Schools. This action is to amend the City of

Reedley budget to reflect the amended amount.

FISCAL IMPACT

This additional \$7,218 will increase the 2017-18 Fiscal Year budget amount for the Washington School Site to \$88,029.

PRIOR COUNCIL ACTIONS

Council approved the Program Provider Agreement for the FRESH After School Partnership Program on June 13, 2017.

ATTACHMENT

1. Budget Amendment Resolution No. 2018-025
2. Program Provider Agreement Amendment No. 1

Motion: _____

Second: _____