



GRANT OF REVOCABLE PERMIT

CHILD CARE PROVIDER AT SANDPIPER COMMUNITY CENTER

Pursuant to the provision of Resolution No. 13407 of the Council of the City of Redwood City, adopted August 17, 1998, permission is hereby granted to Children's Creative Learning Center, Inc. ("Permittee"), to render services at the property located at 797 Redwood Shores Parkway, Redwood City, California, and known as the Sandpiper Community Center (the "Community Center") owned by the City of Redwood City ("City"), as more particularly described on Exhibit "A," attached hereto and incorporated by this reference (the "Subject Premises").

This Permit is granted subject to the following terms and conditions:

1. **Services.** Permittee shall provide at the Subject Premises the services described on Exhibit "B," attached hereto and incorporated by this reference ("the Scope"). Any change in the Scope provided by Permittee shall be approved in writing by the City and Permittee.

2. **Use of Subject Premises.** The Subject Premises shall be used for child care and for no other use unless agreed in writing by the City.

3. **City's Access.** City reserves the right to unlimited access to the area occupied by the Permittee or any part thereof for municipal purposes, including but not limited to, the performance of maintenance and repairs of any and all structures or public improvements, if any, heretofore or hereafter installed and/or

constructed in or upon the Subject Premises, the inspection of, the use, maintenance, repair of adjoining areas. Notwithstanding the foregoing, City shall extend reasonable efforts not to interfere with Permittee's use and occupancy of the Premises in exercising its rights under this paragraph.

4. **Maintenance.** Except for services to be furnished by the City, Permittee agrees to maintain the Subject Premises in a neat and attractive condition.

5. **State License or Credential.** The Permittee agrees to procure and maintain at its own cost and at all times during the term of this Permit, including any renewal thereof, all necessary state license(s) or credential(s) and maintain them on file with City before any program is conducted on the Subject Premises. Permittee shall notify City within three (3) working days in the event a license is canceled, revoked, or becomes invalid for any reason. If a license is not required, it is the responsibility of the Permittee to notify City of such lack of requirement. Permittee shall provide City, upon written request, copies, at no cost to City, of any and all evaluations of their child care programs, such as parent evaluations, licensing visit reports and accreditation evaluation and results, upon receipt of same by Permittee.

6. **Quiet Conduct.** The Permittee shall not commit, or suffer to be committed, any nuisance or other act or thing which may disturb the quiet enjoyment of the Subject Premises and the use and enjoyment of adjacent

premises. The City reserves the right to assure compatibility of the services rendered by Permittee with the operation of the Community Center.

Permittee shall enforce no smoking laws and regulations within the Premises.

7. Quality Assurance.

- a) The Director of Parks and Recreation (the "Director"), or his designated representative, will be responsible for evaluation of Permittee's services. Evaluative data will be collected at least twice during a calendar year.
- b) Permittee agrees to work cooperatively with the Director, his designated representative, and others in the Community Center.
- c) Permittee agrees to comply with the stated policies of the Community Center and other regulations as set forth, from time to time, by the Community Center and the City.

8. Monthly Fee. Permittee shall pay City, at 1017 Middlefield Road, Redwood City, CA 94063, in advance, the sum of Three Thousand Five Hundred Dollars (\$3,500) per calendar month (the "Monthly Fee"). Payments shall be due on the 10th of each month. The Monthly Fee shall be due and payable for the occupancy of the Subject Premises regardless of whether the Subject Premises are used by Permittee. The Monthly Fee for the first month or portion thereof shall be paid on the day the term commences. The Monthly Fee for any partial month shall be prorated at the rate of 1/30th of the Monthly Fee per day. Utilities (gas, electricity, water, and trash removal) and phone equipment (two phone

lines, three telephones, and 3 telephone jacks) and internet services are included in the Monthly Fee. Telephone use charges are not included in the Monthly Fee and shall be paid by Permittee to the City upon receipt of invoice.

9. Late Charges. Failure to pay the Monthly Fee when due will result in the assessment of a late fee. Payments received by City from and including the 11th through the 17th of the month shall be assessed a late charge in an amount equivalent to five (5) percent of the Monthly Fee. Payments received by City after the 17th of the month shall be assessed a late charge in an amount equivalent to ten (10) percent of the Monthly Fee. The late charge shall be due to City without the request of a prior notice

10. Occupancy; Permit Revocable. Subject to City's and Permittee's right to revoke this Permit as hereinafter specified, Permittee will provide the services described in the Scope subject to the terms and conditions herein stated. Notwithstanding the foregoing, this Permit does not constitute a deed, grant of easement, lease, conveyance, or transfer of any property interest or any employer-employee relationship between the City and Permittee.

11. Assignments. This Permit and the privileges granted to Permittee hereunder shall not be assigned by Permittee, in part or in full.

12. Effective Date and Termination. This Permit becomes effective on the date of the last signature and shall continue in effect unless terminated by either party pursuant to the terms of this Permit. The term of occupancy shall

commence on August 14th, 1998, or upon delivery of the Subject Premises, whichever comes last.

13. Amendment and Modifications. Supplementary guidance memoranda and information agreements shall be formulated, if necessary, to facilitate attainment of objectives substantially as indicated herein. Any major revisions in the objectives of the Permit as outlined herein, which either Permittee or City may consider desirable or necessary in the future, will be made, subject to approval of the parties, the subject of supplemental agreements which may be approved and executed by the Director or his designated representative.

14. Renewal. City and Permittee agree to discuss the renewal of this Permit annually commencing on April 1st, and ending April 30th. Neither this paragraph nor any language contained in the Permit does not in any way obligate either party to renew this Permit. Renewal of this Permit is subject to the Director's approval, at his/her sole discretion. If renewal is approved, it shall be subject to an increase of no more than five (5) percent over the Monthly Fee in effect during the month prior to the renewal. A supplemental agreement covering the renewal and any amendments and modifications agreed upon by both parties, will be signed prior to June 30th. The annual renewal period will be from July 1st through June 30st.

15. Default. If Permittee is in default in performing any of the terms or provisions of this Permit and if City gives Permittee notice of such default, and

Permittee fails to cure such default within thirty (30) calendar days after the date on such notice or if the default is of such character as to require more than thirty (30) calendar days to cure and Permittee fails to carry out reasonable diligence in commencing to cure and in curing such default, City shall have the right at any time thereafter to elect to terminate said Permit and all Permittee's rights thereunder.

16 Termination of Permit. Notwithstanding any language herein to the contrary, Permittee agrees that this Permit is for a period of time as defined in this Permit, subject to the exclusive discretion of the City's City Council to terminate this Permit upon giving Permittee one hundred eighty (180) calendar days' written notice. Upon termination, fees will be prorated to reflect the actual days of service. If the City exercises its option to terminate this Permit under the terms of this paragraph, Permittee shall, upon termination, vacate the Subject Premises and cease providing services. No waiver of default in any of the terms, covenants, or conditions in this Permit shall be a waiver of any subsequent default of the same or any other terms, covenants, or conditions herein contained.

17. Financial Emergency. If the Permittee experiences a material change in funding causing a decrease in revenues, this Permit may be terminated by Permittee upon thirty (30) days' written notice.

18. Abandonment. Subject to the terms of Section 15 above, in the event that Permittee abandons or fails to use the Subject Premises or in the

event that this Permit shall be revoked, then all rights of Permittee hereunder shall forthwith cease and terminate

19. Hold Harmless. Permittee hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of Permittee, its officers, employees or agents in the performance of any services or work pursuant to this Permit.

The duty of Permittee to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Permittee to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

20. Insurance. Permittee shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to Permittee's Services described and authorized herein covering City's risks in form subject to

the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$3,000,000 per accident for bodily injury or disease
Commercial General Liability	\$2,000,000 per occurrence and \$3,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Permittee's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, Permittee shall furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification of cancellation or reduction in coverage by first class mail;

- (b) Providing that Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the City of Redwood City, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that Permittee's insurance coverage shall be primary insurance with respect to City, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Permittee's insurance and not contributory with it.

Insurance companies providing insurance to Permittee under this Permit shall be admitted in the State of California.

21. Time is of the Essence. It is understood and agreed that time is of the essence with regard to this Permit and each and every term, covenant, and condition thereof.

22. Notices. Any and all notices desired or required to be given to the City by the terms of this Permit shall be given in writing addressed to the City at 1017 Middlefield Road, Redwood City, CA 94063, Attention City Manager. Any and all notices desired or required to be given to Permittee by the terms of this Permit shall be given in writing addressed to Permittee at 794 Duane Ave.,

Sunnyvale, CA, 94086. Notices shall be given by registered or certified mail, return receipt requested and shall be deemed effective three (3) days after mailing.

23. Authority of Permittee. If Permittee is a corporation, the legal name of the corporation shall be set forth below and each individual executing this Permit on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Permit on behalf of said corporation, and that this Permit is binding upon said corporation.

If Permittee is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

If the Permittee is an individual, his/her signature shall be placed below.

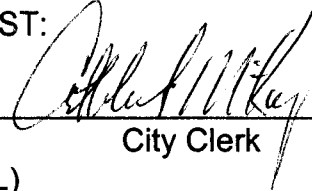
24. Paragraph Headings. Paragraph headings, as used herein, are for convenience only and shall not be deemed to alter or modify the meaning of the paragraph headed thereby.

25. Interpretation. This Permit, together with each attached exhibit, constitutes the entire agreement between the parties hereto, and may only be modified by a writing signed by both parties.

Dated: November 30, 1998.

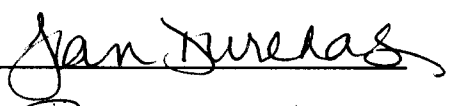
CITY OF REDWOOD CITY, a
municipal corporation of the
State of California

By 
City Manager

ATTEST: 
City Clerk

(SEAL)

Permittee
Children's Creative Learning
Center, Inc.

By: 
Its: President

Dated: 11/10/98

A. EXHIBIT A –SUBJECT PREMISES

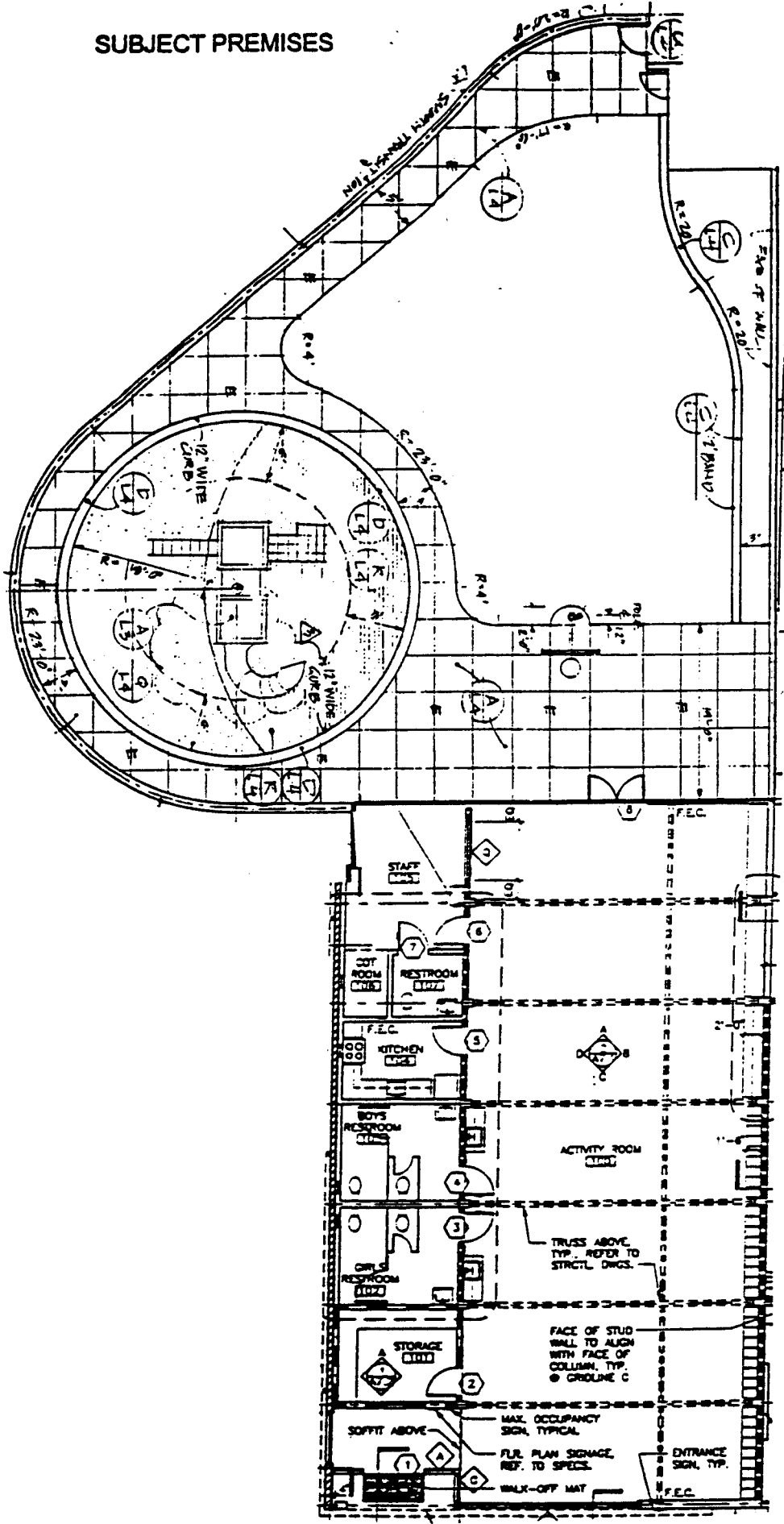
This Permit applies to a portion of Sandpiper Community Center known as the "Child Care Center":

1. Main child care activity room and attached support spaces (staff office, staff rest room, kitchen, children's restrooms, storage room and entry way). These interior spaces total approximately 3250sf. See attached plan. Permittee will have exclusive use of the interior spaces for the purpose of provision of child care and related activities.
2. Child care playground; that area immediately behind the child care activity room and fenced on all sides. See attached plan. Exterior area may be used by City programs during non-child care hours. Permittee will not be responsible for damage done to exterior space during non-child care program hours.
3. Permittee will be responsible for maintaining the facility in a clean and orderly fashion. Custodial, building maintenance and landscape maintenance will be provided by the City and are included in the Monthly Fee.
4. Utilities (gas, electricity, water and trash removal) are included in the Monthly Fee.
5. Phone equipment and internet services are included, phone charges will be billed by usage.

B. EXHIBIT B – SCOPE OF SERVICES TO BE PROVIDED

1. Implementation of a state licensed, school-aged, child care program. Desirable program hours would be:
 - Before school – 7am (minimum) until classes begin
 - Kindergarten – mornings for PM classes
- afternoons for AM classes
 - Afterschool – 11:50AM-6:00PM (or later)
2. When possible, implementation of a state licensed, part-time pre-school program. Its schedule should be secondary to the priorities of the school aged program.
3. School aged program shall operate during school holidays, minimum days, in-service days, winter/spring breaks and summer vacation. Program holidays determined with agreement by and sufficient prior notice to the City.
4. Programs will accommodate less than five-day-a-week care when scheduled in advance and if space is available.
5. Programs will offer a full range of activities including arts and crafts, recreation, homework assistance, rest periods and other age appropriate activities.
6. Programs will not be religious in content.
7. Any and all equipment provided by Permittee will not damage facility in any way. Any damage to the interior of the facility, or done to the exterior spaces or surfaces during child care hours, must be repaired immediately by the Permittee.
8. Permittee must submit to the City of Redwood City, proof of insurance as defined in Section 21, by August 14, 1998.
9. The Permittee will adhere to all requirements stipulated by the attached "Grant of Revocable Permit for Child Care Provider at Sandpiper Community Center".

SUBJECT PREMISES



ORIGINAL

AMENDMENT NO. 1 TO REVOCABLE PERMIT FOR CHILDCARE PROVIDER AT SANDPIPER COMMUNITY CENTER (CHILDREN'S CREATIVE LEARNING CENTER, INC.)

This Amendment No. 1 is entered into and effective as of the 12th day of July, 2005, amending the Revocable Permit dated August 17, 1998 (the "Permit") 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. Permittee has held the Permit since 1998 and has continued to meet the terms and conditions of the Permit.

B. The Permit allows an annual increase in the Monthly Fee by up to five percent (5%).

C. The Monthly Fee has not been increased since 1998.

D. 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. Section 2 of the Permit will be amended in its entirety to read as follows:

2. Use of Subject Premises.

A. By Permittee The Subject Premises shall be used by Permittee for child care and for no other use unless agreed to in writing by City.

B. By City This Permit is non-exclusive in nature. City reserves the right to enter into agreements with other parties for use of the Subject Premises when not used by Permittee. Such third parties will be required to indemnify City and Permittee for any damage caused to Permittee's personal property.

2. Commencing July 1, 2005, Section 8 of the Permit will be amended to increase the Monthly Fee by five percent (5%) or One Hundred Seventy-Five Dollars (\$175.00). The new Monthly Fee will be Three Thousand Six Hundred Seventy-Five Dollars (\$3,675.00).

3. Section 14 of the Permit will be amended in its entirety to read as follows:

14. Monthly Fee Increase. Once per calendar year, the Director may, at his/her sole discretion, increase the Monthly Fee by, up to and including, five percent (5%) over the Monthly Fee in effect during the month prior to the fee increases taking effect. Increases in the Monthly Fee pursuant to this section shall occur by written amendment.

4. All other provisions of the Permit as may have been amended from time to time will remain in full force and effect.

5. 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.

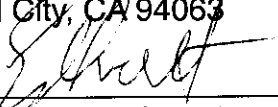
6. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions of this Amendment.


CHILDREN'S CREATIVE LEARNING
CENTER, INC.
794 Duane Avenue
Sunnyvale, CA 94086

By: 
Fran Durekas

Title: Founder, COO

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

By: 
Ed Everett, City Manager

Attest:

Patricia Howe, City Clerk

ORIGINAL

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 6 day of August, 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 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: _____

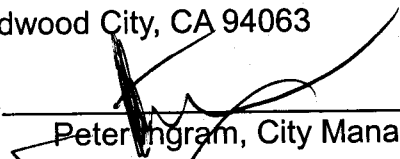

Fran Durekas

Title: _____

CDO
Chief Development Officer

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

By: _____


Peter Ingram, City Manager

Attest: _____


Silvia Vonderlinden, City Clerk

APPROVED BY LEGAL DEPARTMENT

DATE: _____

SIGNATURE: _____

7/11/08



ORIGINAL

AMENDMENT NO. 3 TO REVOCABLE PERMIT FOR CHILDCARE PROVIDER AT SANDPIPER COMMUNITY CENTER

(CHILDREN'S CREATIVE LEARNING CENTER, INC.)

This permit ("Amendment No. 3") is entered into and effective as of the 24 day of September, 2009, 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, Amendment No. 2 on June 30, 2008, and again by this Amendment on September 14, 2009. 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 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 in 2008 by 5% through Amendment No. 2; 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 October 1, 2009, 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 Ninety-Two Dollars and Ninety-Three Cents (\$192.93). The new Monthly Fee will be Four Thousand Fifty-One Dollars and Sixty-Nine Cents (\$4,051.69).

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

3. "Permittee shall pay City, at 1017 Middlefield Road, Redwood City, CA 94063, in advance, the sum of Four Thousand Fifty-One Dollars and Sixty-Nine Cents (\$4,051.69) per calendar month (the "Monthly Fee")."

4. All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 3 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. 3, the provisions of this Amendment No. 3 shall control.

5. 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.

6. 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: _____

Fran Durekas

Title: _____

Chief Development Officer

APPROVED BY LEGAL DEPARTMENT

DATE: 8-12-09

SIGNATURE: _____

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

By: _____

Peter Ingram, City Manager

Attest: _____

Silvia Vonderlinden, City Clerk

ORIGINAL

**AMENDMENT NO. 4 TO REVOCABLE PERMIT
FOR CHILDCARE PROVIDER AT SANDPIPER COMMUNITY CENTER**

(CHILDREN'S CREATIVE LEARNING CENTER, INC.)

This permit ("Amendment No. 4") is entered into and effective as of the 10 day of September, 2010, 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, Amendment No. 2 on June 30, 2008, Amendment No. 3 on September 14, 2009, and again by this Amendment on August 23, 2010. 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 Permit allows an annual increase in the Monthly Fee by up to five percent (5%), and the Monthly Fee was last increased in 2009 by 5% through Amendment No. 3; 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 September 1, 2010, Section 8 of the Original Permit as Amended, entitled "Monthly Fee" will be amended to increase the Monthly Fee by five percent (5%) or Two Hundred and Two Dollars and Fifty-Eight Cents (\$202.58). The new Monthly Fee will be Four Thousand Two Hundred Fifty-Four and Twenty-Seven Cents (\$4,254.27).

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,

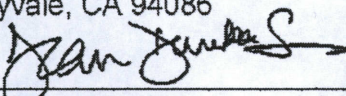
CA 94063, in advance, the sum of Four Thousand Two Hundred Fifty-Four Dollars and Sixty-Nine Cents (\$4,254.27) per calendar month (the "Monthly Fee")."

3. All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 4 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. 4, the provisions of this Amendment No. 4 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.

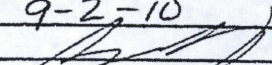
5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions of this Amendment.

CHILDREN'S CREATIVE LEARNING
CENTER, INC.
794 Duane Avenue
Sunnyvale, CA 94086

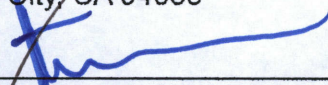
By: 
Fran Durekas

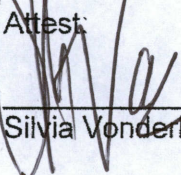
Title: Chief Development Officer
Chief Development Officer

APPROVED BY LEGAL DEPARTMENT

DATE: 9-2-10
SIGNATURE: 

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

By: 
Peter Ingram, City Manager

Attest:

Silvia Vonderlinden, City Clerk

ORIGINAL

**AMENDMENT NO. 5 TO REVOCABLE PERMIT
FOR CHILDCARE PROVIDER AT SANDPIPER COMMUNITY CENTER**

(CHILDREN'S CREATIVE LEARNING CENTER, INC.)

This permit ("Amendment No. 5") is entered into and effective as of the 17 day of October, 2011, 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, Amendment No. 2 on June 30, 2008, Amendment No. 3 on September 14, 2009, Amendment No. 4 on August 23, 2010, and again by this Amendment. 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 Permit allows an annual increase in the Monthly Fee by up to five percent (5%), and the Monthly Fee was last increased in 2010 by 5% through Amendment No. 4; 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 September 1, 2011, Section 8 of the Original Permit as Amended, entitled "Monthly Fee" will be amended to increase the Monthly Fee by five percent (5%) or Two Hundred and Twelve Dollars and Seventy-One Cents (\$212.71). The new Monthly Fee will be Four Thousand Four Hundred Sixty-Six and Ninety-eight Cents (\$4,466.98).

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 Four Thousand Four Hundred Sixty-six Dollars and Ninety-eight Cents (\$4,466.98) 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. 5 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. 5, the provisions of this Amendment No. 5 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.

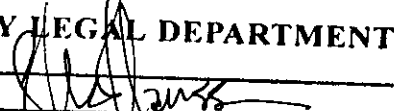
5. The individuals executing this Amendment and the instruments referenced in it on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the Parties to the terms and conditions of this Amendment.

CHILDREN'S CREATIVE LEARNING
CENTER, INC.

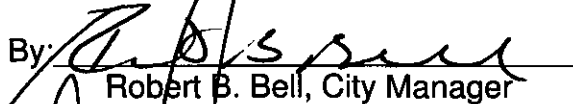
650 NE Holladay St, Suite 1400 Portland, OR 97232

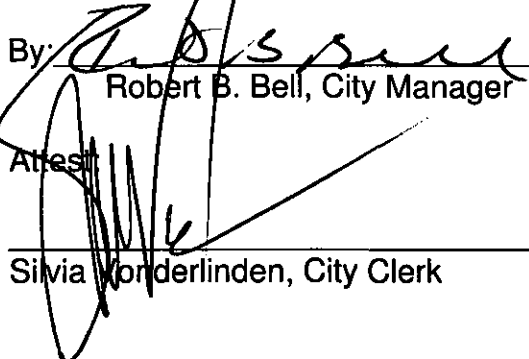
By: 
Pam Bell

Title: _____
Vice President, Finance

APPROVED BY LEGAL DEPARTMENT
DATE: 10/3/11
SIGNATURE: 

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

By: 
Robert B. Bell, City Manager

Attest: 
Silvia Worderlinden, City Clerk