

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 129

EFFECTIVE ~~APPROX~~ March 18, 2013

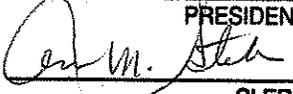
RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following sole source contract award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Providence After School Alliance \$315,549.00

IN CITY
COUNCIL

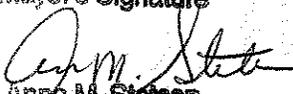
MAR 07 2013
FINAL READING
READ AND PASSED



PRESIDENT


CLERK

Effective without the
Mayor's Signature


Anna M. Stetson
City Clerk

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island
Office of the Internal Auditor

January 29, 2013

Ms. Anna Stetson
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Madame Clerk:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Education Committee for approval.

- Sole source contracts awarded to the "Providence After School Alliance" in amounts of \$300,000; \$15,000; \$7,500; and \$315,549.

If you have any questions or concerns regarding any of these items, please contact me. Thank you for your consideration with this matter.

Sincerely,

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Public Property
Judith Petrarca, School Purchasing Director
Francisco Ramirez, Deputy Director of Public Property
Patti Jordan, Purchasing Administrator
Jake Bissailon, City Council Chief of Staff

ANGEL TAVERAS
Mayor

Providence Schools

Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

SUSAN F. LUSI, Ph.D.
Superintendent

January 17, 2013

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

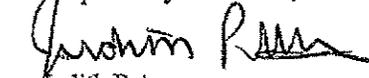
Dear Mayor Taveras:

The Providence School Department/Gilbert Stuart Middle School/Federal Programs/21st Century Grant respectfully requests the Board of Contract and Supply to **approve entering into a contract with Providence After School Alliance (Sole Vendor) in an amount not to exceed \$315,549.00.**

This contract will be in effect through June 2015. During this timeframe, the consultant and sub-contracted 501©(3) organizations will operate a network of after-school opportunities for Gilbert Stuart Middle School students. This network-the AfterZone-will provide programming during after-school and summer hours both on-site at the school and at select community-based program locations. The program will operate Monday-Thursday when school is in session from 2:35-5:15 P.M. and will also operate a 4 week summer program. The program will provide slots for over 250 students during the academic year. The program will offer opportunities in arts, sports, science and other general skill-building. PASA will use data collected through YouthService.Net data system to monitor student attendance and program participation. They will also use the validated RI Youth Program Quality Assessment to assess the quality of adult instruction and program quality based upon positive youth development practices. (Please see enclosed contract for further details.)

Funding is available in account : 21st Century Grant. *ACW*

Respectfully submitted,


Judith Petarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 0 %

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's college's and universities, and in their chosen professions.



Routing Information: Initial/date

Budget Office _____ Senior Staff _____
 Purchasing Adm *8/22/12* Chief Financial Officer _____ Purchasing Adm _____

Contract/Agreement Transmittal Form

Providence School Department:		Contracting Party:	
Contact Person:	<u>Jeffrey Goss</u>	Organization:	<u>Providence After School Alliance</u>
Department/School:	<u>Gilbert Stuart Middle School</u>	Contact Person:	<u>Hillary Salmons</u>
Phone #:	<u>401-456-9341</u>	Address:	<u>140 Broadway, Providence, 02903</u>
Fax #	<u>401-453-8659</u>	Phone #:	<u>401-490-9599 x101</u>
Email:	<u>Jeffrey.Goss@ppsd.org</u>	E-mail:	<u>hsalmons@mypasa.org</u>

Proposed School Board Agenda Submission Date: Monday, September 10, 2012
 Proposed Board of Contract & Supply Submission Date (contracts of \$5000 or more): Monday, December 17, 2012

Have you provided a copy of the PSD Travel Expense Guidelines for Consultant Services with consultant so the consultant is aware of reimbursement limitations and requirements and the method for submitting appropriate receipts and forms? Yes N/A

1. Do you have existing funds and an existing budget code to pay this cost? Yes N/A

2. Budget Codes: _____ /Source: _____
 Requisition #: 21st Century Grant

3. Desired Start Date: 10/01/2012

Have you secured any necessary building service requirements (e.g. building open on non-work day or after hours, food service requirements, security, substitutes, etc.) with appropriate department? Yes N/A

REVIEWED AND APPROVED:

	<u>12-19-12</u>
Originator's Signature	Date
	<u>1/2/13</u>
Budget Office Signature	Date
	<u>1/3/13</u>
Authorized Signature (Senior Staff)	Date

The Providence School District, hereinafter referred to as "District," and independent contractor, Providence After School Alliance, hereinafter referred to as "Consultant," enter into a contract on this the 10th day of October, 2012 for the provision of consultant services.

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

During 2012-13 academic year and the summer of 2013, the Consultant and sub-contracted 501(c)(3) organizations will operate a network of after-school opportunities for Gilbert Stuart Middle School students. This network – the AfterZone – will provide programming during after-school and summer hours both on-site at the school and at select community-based program locations.

The AfterZone at Gilbert Stuart Middle School will operate on Monday-Thursday when school is in session from 2:35-5:15 p.m. during three programmatic sessions: Fall (10 weeks); Winter (10 weeks); Spring (6 weeks). Additionally, a summer program will operate for four weeks. The AfterZone program will provide program slots for students over 250 students during the academic year, with 100-120 slots provide per day when the AfterZone is in session. Students will be able to sign up for 1-2 program activities per session (2 to 4 days a week) and those activities are offered in three categories: arts, sports, and skills development. Skills development includes academically oriented programs as well as those focused on life skills and social and emotional growth. Students staying at the school for programs will also be able to participate in Club AfterZone – a daily structured learning time where AfterZone staff lead students through a variety of hands-on activities or clubs.

The program offerings will include opportunities in arts, sports, science, and other general skill-building. The program will also offer youth the opportunity to complete homework.

The Consultant will be required to adhere to accountability requirements that include:

PASA will continue to use both data collected through the YouthServices.Net data system to monitor student attendance and program participation.

PASA is also currently using the *Survey of After-School Youth Outcomes (SAYO) Evaluation System* to capture changes in targeted youth that are associated with participation in a high-quality after-school programs likely to occur over a one-year period; this valid and reliable instrument will measure a host of targeted social, emotional, academic, and other learning outcomes for youth.

PASA will also continue to use the validated RI Youth Program Quality Assessment to assess the quality of adult instruction and program quality based upon positive youth development practices. This tool developed by the Weikart Center for youth program quality

will be implemented by trained quality coaches to access the quality of instruction and program activities in targeted programs.

2. Unless discontinued earlier by District, the services are to be performed at the following times and places:

The AfterZone at Gilbert Stuart Middle School will operate on Monday-Thursday when school is in session from 2:35-5:15 p.m. during three programmatic sessions: Fall (10 weeks); Winter (10 weeks); Spring (6 weeks). Additionally, a summer program will operate for four weeks in 2013 (and in subsequent summers, dependent upon additional funding).

Programs will take place primarily on site at Gilbert Stuart Middle School (about 80% of offerings) with some students traveling to community locations that offer unique opportunities (about 20% of offerings).

3. District agrees to pay Consultant a fee not to exceed **\$315,549** (2012-13: \$105,549; 2013-14: \$105,000; 2014-15: \$105,000) as compensation for costs incurred. Consultant will submit invoices for payment on a quarterly basis. This amount is inclusive of expenses for materials, supplies, transportation, lodging, meals, and materials for all on-site and off-site planning and preparation.

Fee Schedule: Consultant will invoice District on a quarterly basis for each year of the contract for services provided.

4. This agreement shall be in effect from 10/01/2012 to 06/30/2015 unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Consultant may not assign this contract to a third party without the written consent of the District. Consultant must conduct a criminal background check, at the Consultant's expense, of all employees employed under this contract, except District employees.

Consultant is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant understands products produced as a result of this contract are the sole property of the District and may not be used by Consultant without the express written permission of the District.

Consultant agrees to hold District harmless from any and all damages incurred by District by reason of Consultant's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this contract; effect the date first herein written.

Providence Public School Department

Superintendent: _____
or
Chief Financial Officer: _____

Date: _____

Consultant: William Salmons

Date: 12/20/2012

Social Security/Federal Tax ID Number: 26-0319193

Approved as to form and correctness:

Jeff Padwa 12/13/12
Jeffrey M. Padwa, City Solicitor

Signature of PSD Staff Contact
Person: _____
Phone Number: _____

Date of Board Approval: September 10, 2012
(For contracts of \$5,000 or more)

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
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mclarkin@providenceri.com



City of Providence, Rhode Island Office of the Internal Auditor

January 24, 2013

Mr. Philip Bonanno
Director, Consulting Actuary
245 Park Avenue
New York, NY 10167-0002

Dear Mr. Bonanno:

Earlier today I attended a meeting of the Board Investment Commissioners where Mr. Eric Bertonazzi of Wainwright Investment Counsel, LLC, the city's investment manager for the Employees Retirement System (ERS), made a presentation concerning the pension system's burn rate. Mr. Bertonazzi explained that from calendar 2005 through 2012 a net of \$151.4 million has been withdrawn from the ERS in order to meet its obligations to retirees (see attachment). In calendar year 2012, the ERS earned a return on investments of 11.2% and yet a net of \$38.5 million was withdrawn from the Fund.

This trend of decline to the Fund's assets is of concern. Therefore, I am writing to request that you prepare a report that projects the ERS's total assets on annual basis over the next twenty years based upon the recent pension reforms, an annual rate of return of 8.25%, and the assumption that the city will make 100% of the Annual Required Contribution (ARC).

I would greatly appreciate if you could provide this report to me as soon as possible. If you have any questions regarding this request or if you need additional information from me, please let me know.

Thank you in advance for your assistance with this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", written over a horizontal line.

Matthew M. Clarkin, Jr.
Internal Auditor

**Contributions/Withdrawals - Employees Retirement System
Calendar 2005-2012**

Calendar Year	Contributions	Withdrawals	Net Difference In Cash Flow (\$)	Net Cash Flow (%)*
2005	\$38,000,000	\$52,700,000	(\$14,700,000)	-4.93%
2006	42200000	48300000	(6100000)	-2.02%
2007	45000000	56200000	(11200000)	-3.28%
2008	63899966	67400000	(3500034)	-1.01%
2009	43409864	71000000	(27590136)	-10.51%
2010	43389720	68000000	(24610280)	-8.65%
2011	54869596	80000000	(25130404)	-8.49%
2012	48545134	87000000	(38454866)	-13.74%
Net Total	\$379,314,280	\$530,600,000	(\$151,285,720)	

*Percentage is based on the ending market value from the previous calendar year