



City of Palo Alto

City Council Staff Report

(ID # 6812)

Report Type: Consent Calendar

Meeting Date: 5/9/2016

Summary Title: 2016 Summer Aquatics Swim Lesson Contract

Title: Authorize the City Manager to Execute an Agreement Between the City of Palo Alto and Team Sheeper LLC, for the Learn to Swim Program for Summer 2016 at an Amount Not to Exceed \$236,500, and Approve a Budget Amendment in the General Fund

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council authorize the City Manager to approve a contract with Team Sheeper LLC for operation of the Summer 2016 Learn to Swim Program in an amount not to exceed \$236,500 (including a \$15,000 contingency for supplemental services if needed) (Attachment A).

Executive Summary

The City of Palo Alto (City) offers a year-round Aquatics Program that includes adult lap swim, a youth competitive swim team and an adult competitive Masters Swim team. During the summer months, the City also offers a Learn-to-Swim program as well as family recreation swim. The City has experienced difficulty hiring and retaining qualified aquatics staff to meet the needs of the community, especially during summer months when more aquatics programs are offered. In Summer 2015, an emergency third-party agreement was required to avoid potential pool closures and the cancellation of swim classes due to the City's difficulty in staffing the Aquatics Program. Based on the number of new registrations that are currently being received for the upcoming summer swim classes, it is projected that staffing will again fall far short of the City's needs.

In an effort to ensure the aquatic needs of the community are met, the City issued a Request for Proposals (RFP) for interested parties to provide aquatic programming for the City. Staff is recommending Council approve a short-term limited contract with Team Sheeper LLC to manage the Learn-to-Swim program for the Summer of 2016 season (Attachment A). This short term contract will ensure that the City is able to provide the community with high quality and reliable swim lessons during the summer months. The third-party service provider is able to more effectively meet staffing demands by specializing in aquatics operations throughout the

region, applying extensive resources in recruiting, and by drawing on a larger workforce that can be deployed across multiple pool sites.

Background

During the summer season, which runs from mid-June through mid-August, the City of Palo Alto Aquatics Program offers a variety of activities for the community including family recreation swim, adult lap swim, youth swim lessons for ages birth to 13 years, facility rentals for private pool parties, a youth competitive swim team (PASA - Palo Alto Stanford Aquatics), and an adult competitive swim team (Rinconada Masters). Currently, the City has existing contracts to provide the Masters Swim Program and the Palo Alto Youth Swim Program (PASA), while City staff provides staffing for the year round Lap Swim Program, Learn-to-Swim Program and Summer Recreation Swim. The majority of the aquatics programs are held at the City-owned Rinconada pool with summer swim lessons also occurring at the JLS Middle School pool. Beginning in mid-September through mid-May, the only aquatics activities that are offered are adult lap swim, the youth competitive swim team (PASA), and the adult competitive swim team (Rinconada Masters).

In the Summer of 2015, the City struggled to hire and retain adequate pool staff to meet community demand for the Lap Swim, Learn to Swim and Summer Recreation programs. This growing challenge that has existed for several years peaked in 2015 when the shortage of qualified staff was so great that more than 50% of swim classes were at risk of being canceled. In addition, summer recreation camps had to cancel the popular recreation swim day typically included in camp programs due to limited lifeguards. In order to meet the demand for the 2015 Summer swim lessons and the recreation swim program, the Community Services Department (CSD) had to enter into an emergency contract with an outside vendor to mitigate the staffing shortages. Working on a very short timeline, CSD was able to write and approve a contract with Team Sheeper LLC, a professional third party aquatics service provider who was able to mobilize quickly and provide qualified professional swim instructors and lifeguards to support the Palo Alto aquatics programs. As a result CSD narrowly met its commitments in 2015 to the parents who enrolled their children in swim lessons.

Following the 2015 summer swim season, CSD staff conducted program evaluations of the summer lessons that Team Sheeper LLC had provided. Parents of participants were very pleased with the experience and felt their children's progress and technique had improved over the course of the lessons.

Discussion

Currently CSD staff is managing the winter / spring aquatics Lap Swim Program and continues to face difficulties with pool staff shortages, which is also compromising the aquatics program limiting community access to Rinconada Pool. A CSD Community Services Manager, Recreation Coordinator along with Lucie Stern Community Center Customer Service Staff has been assisting with lifeguarding and cashiering to avoid pool closures. As we move into late spring and then the summer months, when demand for swim programs is at its peak, CSD is again

anticipating staff shortages and scheduling challenges. The Learn-to-Swim program will offer 398 swim lessons this summer (266 group lessons and 132 private lessons) to 1,220 participants.

There are several reasons the City aquatics program is experiencing difficulty hiring and retaining staff. The City offers mostly seasonal work opportunities and not year round part time employment. The majority of the pool staff are students and after summer they are no longer available to work. Those who live and go to school in the area often continue working at the pool but this represents a small number of the aquatics staff. In addition, the City's fees for swim lessons and pool use have not kept pace with market pricing and have made it difficult to remain competitive in attracting staff needed to keep pace with demand for services.

Request for Proposals

In response to the staffing challenges in Summer of 2015, during the Fall of 2015 the Community Services Department recommended to the Finance Committee and the City Council that staff release a Request for Proposals (RFP) to explore options for the delivery of aquatic programs and services to meet the increasing service demands for the City of Palo Alto. The Finance Committee approved the recommendation and staff brought the item to Council on November 9, 2015 where it was unanimously approved (Attachment B).

The Community Services Department issued a Request for Proposals (RFP) in December 2015 for the following services: 1) Learn-to-Swim; 2) Youth Competitive Swim Team; 3) Adult Master Swim Team; and 4) aquatics facilities operation, including recreational swim, lap swim, and pool rentals. Firms were invited to submit a proposal for one or all of the above services and attend a pre-bid meeting.

The City received two proposals. Both bids anticipated considerable increase in cost to deliver the Aquatics programs and services. After careful review of both proposals by a team of aquatic professionals, CSD staff began evaluating short and long term options for future program delivery with Team Sheeper LLC. Team Sheeper has the experience, staffing capacity and innovative programming to not only maintain the City's aquatics program at its current level of service but also expand it, and add additional new programs if the City so desires. Reviewing the RFP proposals and evaluating the aquatics market has provided the opportunity to affirm that the City's budget for Aquatics and the related fees for service are not sustainable. This raises an important policy question for the City regarding how best might the City provide aquatics programs and services for the community in the future.

As the City continues to evaluate the long term options for managing the aquatics program, staff recommends the City enter into a short-term limited contract with Team Sheeper LLC to manage the Learn-to-Swim program for the summer of 2016 season (Attachment A). The contract will also allow Team Sheeper LLC to provide lifeguards for the recreation swim and lap swim programs to supplement City staff if the City is unable to hire sufficient staff to support these services. This short term contract will ensure that the needs of the community are

fulfilled during the summer months while staff continues to explore options for longer term service delivery. The short term agreement provides staff with the time needed to consider the implications of a more comprehensive agreement with Team Sheeper LLC to support the City's aquatic program. Staff will consider the potential impacts on staffing, customer service, program and financial analysis and take the needed time to meet the City's obligations under the Memorandum of Agreement with the SEIU before returning to Council for further discussion and potential recommendations.

Timeline

- May 2, 2016 – Agreement for Summer 2016 Learn-to-Swim brought to Council
- May 14, 2016 – December 31, 2016 – Agreement with Team Sheeper LLC for Summer Learn-to-Swim group and private lessons
- September – October 2016 – Evaluation and recommendation on long term service delivery approach for all aquatic programming

Resource Impact

The cost to the City to utilize the professional services of Team Sheeper LLC for the 2016 Summer Learn-to-Swim is \$221,500; the proposed agreement also includes a \$15,000 contingency for additional supplemental aquatic services if needed, bringing the total not to exceed amount to \$236,500. The Community Services Department budget can absorb the cost of the contract without impacting the General Fund due to realizing cost savings by not staffing the Learn-to-Swim program and by reallocating department salary savings in FY 2016.

Unfortunately, the City will be unable to meet community demand for the 2016 Summer Learn-to-Swim program without the assistance of a third party at this time. Attempting to do so, as experience has shown in recent years, would result in the cancelling of many swim lessons due to the challenges of hiring and retaining sufficient staff.

As discussed above, the plan for longer term service delivery and resource impacts for the Aquatics Program will be evaluated during the coming Spring and Summer. Staff will explore the costs, opportunities and challenges of continuing to offer in-house aquatics programs versus a more comprehensive agreement with Team Sheeper LLC to oversee the City's aquatics program. Staff anticipates returning to Council in Fall 2016 with a recommendation.

Policy Implications

This proposal is aligned with Comprehensive Plan goal G1: Effective and Efficient Delivery of Community Services.

Environmental Review

The recommendation in this report does not constitute a project requiring review under the California Environmental Quality Act (CEQA).

Attachments:

- Attachment A - Contract 16908 with Team Sheeper (PDF)

- [Attachment B - Nov 9 2015 Staff Report \(PDF\)](#)

CITY OF PALO ALTO CONTRACT NO. C16163983

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND TEAM SHEEPER, INC.
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 9th day of May, 2016, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and TEAM SHEEPER, INC., a California corporation, located at 501 Laurel Street, Menlo Park, CA 94025, telephone: (650) 328-7946 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to provide its Summer 2016 Session Recreation Aquatics Program (“Project”) and desires to engage a consultant to provide certified swim instructors to teach private and group swim lessons to registered participants in the Palo Alto Recreation Aquatics Program for the City of Palo Alto offered at the Jane Lathrop Stanford (JLS) Pool, 480 East Meadow Drive, Palo Alto, CA 94306 and Rinconada Pool, 777 Embarcadero Road, Palo Alto, CA 94301 in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through **December 30, 2016** unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE.

Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably

prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall be Fifteen Dollars (\$15) per participant per individual lesson for group lessons for up to 8,640 individual group lessons and Sixty Three Dollars (\$63) per participant per individual lesson for each private lesson for up to 1,460 individual private lessons, not to exceed Two Hundred Twenty One Thousand Five Hundred Dollars (\$221,500) during the period covering 06/13/16 through 08/11/16. In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed Two Hundred Thirty-Six Thousand Five Hundred Dollars (\$236,500.00). The compensation for additional services will be at a rate of \$20.00 per hour. Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 5. INVOICES. At the conclusion of the season, CONSULTANT will invoice CITY for payment at the end of June, the end of August and end of December for any additional services. The CONSULTANT payment voucher will then be submitted to the fiscal section for payment at which point the CITY has 30 working days from the last date of the payment voucher to render payment to CONSULTANT. Invoices must include CONSULTANT name, address, contract number, date of services, compensation amount.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that

may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Carole Hayworth as the project manager to have supervisory responsibility for the performance, progress, and execution of the Services and as the project coordinator to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or

replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Sharon Eva, Community Services Department, 1305 Middlefield Road, Palo Alto, CA 94303, Telephone: (650) 463-4909. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall

survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior

written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

TEAM SHEEPER, INC.

City Manager

DocuSigned by:
Carole Hayworth
By: _____
E2767F28674C4EB...
Name: Carole Hayworth
Title: _____

APPROVED AS TO FORM:

City Attorney

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT A
SCOPE OF SERVICES
Team Sheeper, Inc.

Contractor agrees to provide certified swim instructors to teach private and group swim lessons to registered participants in the Palo Alto Recreation Aquatics Program for the City of Palo Alto offered at the Jane Lathrop Stanford (JLS) Pool, 480 East Meadow Drive, Palo Alto, CA 94306 and Rinconada Pool, 777 Embarcadero Road, Palo Alto, CA 94301.

Scope of services agreement to commence on Monday, May 16, 2016 and expire on Friday, December 30, 2016.

CONTRACTOR SHALL

1. Provide *Quality Program*

- a. Conduct the program in a safe manner.
- b. Provide a Certified Lifeguard on deck whenever program participants are in water.
- c. Not allow participants to be in the pool without a Certified Lifeguard present on the pool deck and providing supervision.
- d. Swim Instructors and Certified Lifeguards are:
 - i. Knowledgeable and experienced in the subject and age group being taught based on the specific training program for lifeguards and swim instructors followed by Team Sheeper, Inc.
 - ii. Reliable and punctual
 - iii. Start and end lessons on time
 - iv. Expected to notify their Team Sheeper, Inc Staff supervisor prior to the work shift if running late or unable to attend. Contractor is responsible for finding a replacement or providing a make-up lesson.
 - v. Organized and prepared to teach at the start of each lesson
- e. If a lesson is missed by the Contractor, a make-up lesson is required to be provided by Contractor during a time that is convenient for the participant
 - i. Contractor is responsible for contacting participants to reschedule or make-up the lesson(s).
- f. At the end of each lesson the Contractor will
 - i. Monitor and ensure participants are picked up by an authorized adult by signing the participant in and out using the City's ActiveNet roster.
 - ii. Keep facility neat by putting away all equipment from pool deck, empty trash cans, pick up trash from pool deck, remove and replace pool covers on appropriate reels after each use.
- g. Program Evaluations
 - i. Contractor will coordinate with City staff to create a single evaluation to be distributed to participants.
 - ii. The last week of lessons, evaluations will be distributed to participants by City staff. Contractor will communicate with participants the importance of completing the evaluation.

2. Provide excellent ***Customer Service***
 - a. Build rapport with customers by greeting all participants and parents and create a welcoming and professional atmosphere.
 - b. Address customer and City staff questions and concerns within 24 hours and provide follow-up if needed.
3. Maintain ***Quality Instructors***
 - a. Meet the City of Palo Alto background requirements for all employees
 - b. Appear for lessons wearing appropriate attire that is clean, presentable and clearly identified as Team Sheeper, Inc staff.
 - c. Swim instructors and Certified Lifeguards will not use cell phones during work shifts i.e., while on the pool deck and in front of customers, except in an emergency.
 - d. Provide consistency with quality standards for all instructors
4. Manage administrative tasks
 - a. Take attendance and confirm registration numbers with City staff
 - b. If a participant is not on the roster, ask for receipt. If participant is not registered, contact City community center front desk staff to confirm registration.
5. Maintain ***Proactive and Consistent Communication*** with City staff
 - a. Communicate problems and issues immediately with the City of Palo Alto Aquatics Coordinator via phone, email or in person.
 - b. Inform City staff of participant injuries and complete necessary accident reports within 24 hour. Accident forms can be obtained from center staff.
 - c. Respond in a timely manner to emails and phone calls within 24 hours
 - d. Establish and maintain working relationships with City staff and customers. City staff consists but is not limited to Community Center front desk staff, Aquatics Coordinator, Supervisors, and the Contracts Administration Team.
6. Submit ***Invoices*** for payments. Invoices will include:
 - a. Contractor address,
 - b. date,
 - c. invoice number,
 - d. "bill to" information,
 - e. registration numbers, session dates and location, and
 - f. total amount to be paid.
7. Adhere to Department's ***Aquatics Manual Policies and Procedures***
 - a. Responsible for knowing the City's policies and procedures with regard to private and group lessons (i.e. waiting lists, cancellation, refund, satisfaction, etc.)
 - b. Instructors are responsible for verifying that only registered participants are permitted to participate in City's swim lessons.
 - c. Ensure only swim staff use the pool office.
 - d. Observe and enforce all pool rules.

CITY SHALL

1. Process all registrations for private and group lessons
2. Provide clean and safe facility for scheduled lessons at JLS and Rinconada Pool
3. Oversee program delivery which includes but is not limited to:
 - a. Work with Team Sheeper, Inc. on private and group lessons offerings, cancellations, and customer inquiries/concerns

- b. Provide support to Team Sheeper, Inc. Staff to ensure the success of the class
 - c. Provide essential information to deliver program (rosters, attendance sheets, waiting lists, etc.)
- 4. Develop and maintain proactive and consistent communication and rapport with Team Sheeper, Inc.
 - a. Respond in a timely manner to emails and phone calls
 - b. Communicate and resolve issues and concerns immediately
- 5. Provide excellent customer service to Team Sheeper, Inc. Staff and customers

EXHIBIT B
SCHEDULE OF PERFORMANCE

The parties agree that the instruction of swim lessons shall occur over the Summer 2016 session of the City's Aquatics Program. Below are the scheduled dates and times of each private and group swim session.

Group Lessons at Rinconada Pool		Session 1	Session 2	Session 3	Session 4
		M-Th 6/13 - 6/23 \$85R/\$95NR ● 8cl	M-Th 6/27 - 7/7* \$75R/\$85NR ● 7cl	M-Th 7/11 - 7/21 \$85R/\$95NR ● 8cl	M-Th 7/25 - 8/4 \$85R/\$95NR ● 8cl
Preschool Swim	9:40-10:10am	7152	7160	7161	7162
	10:15-10:45am	7153	7163	7164	7165
	10:50-11:20am	7154	7166	7167	7168
	11:25-11:55am	7155	7169	7170	7171
	4:25-4:55pm	7156	7172	7173	7174
	5:00-5:30pm	7157	7175	7176	7177
	5:35-6:05pm	7158	7178	7179	7180
6:10-6:40pm	7159	7181	7182	7183	
Level 1	9:40-10:10am	7184	7191	7198	7205
	10:15-10:45am	7185	7192	7199	7206
	10:50-11:20am	7186	7193	7200	7207
	11:25-11:55am	7187	7194	7201	7208
	5:00-5:30pm	7188	7195	7202	7209
	5:35-6:05pm	7189	7196	7203	7210
	6:10-6:40pm	7190	7197	7204	7211
Level 2	9:40-10:10am	7212	7216	7220	7224
	10:15-10:45am	7213	7217	7221	7225
	10:50-11:20am	7214	7218	7222	7226
	11:25-11:55am	7215	7219	7223	7227
Level 3	9:40-10:10am	7228	7232	7236	7240
	10:15-10:45am	7229	7233	7237	7241
	10:50-11:20am	7230	7234	7238	7242
	11:25-11:55am	7231	7235	7239	7243
Level 4	9:40-10:10am	7244	7248	7252	7256
	10:15-10:45am	7245	7249	7253	7257
	10:50-11:20am	7246	7250	7254	7258
	11:25-11:55am	7247	7251	7255	7259
Level 5	9:40-10:10am	7260	7264	7268	7272
	10:15-10:45am	7261	7265	7269	7273
	10:50-11:20am	7262	7266	7270	7274
	11:25-11:55am	7263	7267	7271	7275
Level 6	9:40-10:10am	7276	7280	7284	7288
	10:15-10:45am	7277	7281	7285	7289
	10:50-11:20am	7278	7282	7286	7290
	11:25-11:55am	7279	7283	7287	7291

Group Lessons at JLS Pool		Session 1	Session 2	Session 3
		M-Th 6/13 - 6/23 \$85R/\$95NR • 8cl	M-Th 6/27 - 7/7* \$75R/\$85NR • 7cl	M-Th 7/11 - 7/21 \$85R/\$95NR • 8cl
Preschool Swim	3:15-3:45pm	7447	7453	7459
	3:50-4:20pm	7448	7454	7460
	4:25-4:55pm	7449	7455	7461
	5:00-5:30pm	7450	7456	7462
	5:35-6:05pm	7451	7457	7463
	6:10-6:40pm	7452	7458	7464
Level 1	3:15-3:45pm	7479	7485	7491
	3:50-4:20pm	7480	7486	7492
	4:25-4:55pm	7481	7487	7493
	5:00-5:30pm	7482	7488	7494
	5:35-6:05pm	7483	7489	7495
	6:10-6:40pm	7484	7490	7496
Level 2	3:15-3:45pm	7504	7510	7516
	3:50-4:20pm	7505	7511	7517
	4:25-4:55pm	7506	7512	7518
	5:00-5:30pm	7507	7513	7519
	5:35-6:05pm	7508	7514	7520
	6:10-6:40pm	7509	7515	7521
Level 3	3:15-3:45pm	7528	7534	7540
	3:50-4:20pm	7529	7535	7541
	4:25-4:55pm	7530	7536	7542
	5:00-5:30pm	7531	7537	7543
	5:35-6:05pm	7532	7538	7544
	6:10-6:40pm	7533	7539	7545
Level 4	3:15-3:45pm	7552	7558	7564
	3:50-4:20pm	7553	7559	7565
	4:25-4:55pm	7554	7560	7566
	5:00-5:30pm	7555	7561	7567
	5:35-6:05pm	7556	7562	7568
	6:10-6:40pm	7557	7563	7569
Level 5	3:15-3:45pm	7576	7582	7588
	3:50-4:20pm	7577	7583	7589
	4:25-4:55pm	7578	7584	7590
	5:00-5:30pm	7579	7585	7591
	5:35-6:05pm	7580	7586	7592
	6:10-6:40pm	7581	7587	7593
Level 6	3:15-3:45pm	7600	7606	7612
	3:50-4:20pm	7601	7607	7613
	4:25-4:55pm	7602	7608	7614
	5:00-5:30pm	7603	7609	7615
	5:35-6:05pm	7604	7610	7616
	6:10-6:40pm	7605	7611	7617

	Session 1		Session 2		Session 3		Session 4		Session 5
	M-Th 6/13 - 6/16 \$95R/\$105NR ● 4cl	M-Th 6/20 - 6/23 \$95R/\$105NR ● 4cl	M-Th 6/27 - 6/30 \$95R/\$105NR ● 4cl	M-Th 7/4 - 7/7* \$69R/\$79NR ● 3cl	M-Th 7/11 - 7/14 \$95R/\$105NR ● 4cl	M-Th 7/18 - 7/21 \$95R/\$105NR ● 4cl	M-Th 7/25 - 7/28 \$95R/\$105NR ● 4cl	M-Th 8/1 - 8/4 \$95R/\$105NR ● 4cl	M-Th 8/8 - 8/11 \$95R/\$105NR ● 4cl
Private Swim Lessons	9:40-10:10am	7292	7300	7308	7316	7324	7333	7341	7357
	10:15-10:45am	7293	7301	7309	7317	7326	7334	7342	7358
	10:50-11:20am	7294	7302	7310	7318	7327	7335	7343	7359
	11:25-11:55am	7295	7303	7311	7319	7328	7336	7344	7360
	4:25-4:55pm	7296	7304	7312	7320	7329	7337	7345	7361
	5:00-5:30pm	7297	7305	7313	7321	7330	7338	7346	7362
	5:35-6:05pm	7298	7306	7314	7322	7331	7339	7347	7363
6:10-6:40pm	7299	7307	7315	7323	7332	7340	7348	7364	
Rinconada Pool	12:15-12:45pm	7365	7375	7385	7395	7405	7415		
	1:00-1:30pm	7366	7376	7386	7396	7406	7416		
	1:45-2:15pm	7367	7377	7387	7397	7407	7417		
	2:40-3:10pm	7368	7378	7388	7398	7408	7418		
	3:15-3:45pm	7369	7379	7389	7399	7409	7419		
	3:50-4:20pm	7370	7380	7390	7400	7410	7420		
	4:25-4:55pm	7371	7381	7391	7401	7411	7421		
	5:00-5:30pm	7372	7382	7392	7402	7412	7422		
	5:35-6:05pm	7373	7383	7393	7403	7413	7423		
	6:10-6:40pm	7374	7384	7394	7404	7414	7424		
	JLS Pool	12:15-12:45pm	7365	7375	7385	7395	7405	7415	
1:00-1:30pm		7366	7376	7386	7396	7406	7416		
1:45-2:15pm		7367	7377	7387	7397	7407	7417		
2:40-3:10pm		7368	7378	7388	7398	7408	7418		
3:15-3:45pm		7369	7379	7389	7399	7409	7419		
3:50-4:20pm		7370	7380	7390	7400	7410	7420		
4:25-4:55pm		7371	7381	7391	7401	7411	7421		
5:00-5:30pm		7372	7382	7392	7402	7412	7422		
5:35-6:05pm		7373	7383	7393	7403	7413	7423		
6:10-6:40pm		7374	7384	7394	7404	7414	7424		

**EXHIBIT “C”
COMPENSATION**

- A. **NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall be Fifteen Dollars (\$15) per participant per individual lesson for group lessons for up to 8,640 individual group lessons and Sixty Three Dollars (\$63) per participant per individual lesson for each private lesson for up to 1,460 individual private lessons, not to exceed Two Hundred Twenty One Thousand Five Hundred Dollars (\$221,500) during the period covering 06/13/16 through 08/11/16. In the event Additional Services are authorized by the City, the total compensation for additional services will be at a rate of \$20 per hour and the total compensation for Additional Services is not to exceed Fifteen Thousand Dollars (\$15,000.00) during the period covering 5/14/2016 through 12/31/2016.
- B. **ADDITIONAL SERVICES.** Additional Services (lifeguards), if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.
- C. **PAYMENT.** At the conclusion of the season, Contractor will invoice the City for payment at the end of June, the end of August and end of December for any additional services. The Contractor payment voucher will then be submitted to the fiscal section for payment at which point the City has 30 working days from the last date of the payment voucher to render payment to the Contractor. Invoices must include Contractor name, address, contract number, date of services, compensation amount.
- D. **CANCELLED LESSONS.** (Excluding weather-related cancellations, if applicable) In the event that staff is late or misses a lesson, contractor is responsible for contacting participants to reschedule or make-up the lesson(s).
- E. **FACILITY USE.** If the Contractor uses the City’s facility for any purpose other than a mutually agreed upon and scheduled class under this agreement, then the Contractor pays all fees and charges as specified in the current Fees & Charges resolution.

BUDGET SCHEDULE NOT TO EXCEED AMOUNT

Sub-total Basic Services	\$221,500.00
Reimbursable Expenses	\$0.00
Total Basic Services and Reimbursable expenses	\$221,500.00
Additional Services (Not to Exceed)	\$15,000.00
Maximum Total Compensation	\$236,500.00

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: None

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's project manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A:-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRE D	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**

EMAIL: InsuranceCerts@CityofPaloAlto.org

POLICY NUMBER: 51UECVF9958

**COMMERCIAL AUTO
CA 20 48 02 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5/11/2015	
Named Insured Team Sheeper Inc.	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

City of Palo Alto
Palo Alto Unified School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.


SCOTTSDALE INSURANCE COMPANY®
**ENDORSEMENT
NO. _____**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS2212695	05/11/2015	TEAM SHEEPER INC.	04072

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to Item 2. Exclusions of SECTION I - COVERAGES:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

Includes copyrighted material of ISO Properties, Inc., with its permission.
Copyright, ISO Properties, Inc., 2004



City of Palo Alto

City Council Staff Report

(ID # 6296)

Report Type: Consent Calendar

Meeting Date: 11/9/2015

Summary Title: From Finance: Aquatics RFP

Title: Finance Committee Recommendation to Approve the Release of a Request for Proposal to Explore Options for the Delivery of the Aquatics Programs and Services for the City of Palo Alto

From: City Manager

Lead Department: Community Services

Recommendation

The Finance Committee recommends that Council approve the Community Services Department recommendation to release a Request for Proposal to explore options for the delivery of the Aquatics Programs and Services for the City of Palo Alto.

Background

In the summer 2015, the City of Palo Alto's Aquatics program was severely understaffed and was in jeopardy of cancelling approximately 40% of the summer swim lessons. The Community Services Department entered into an emergency contract with Team Sheper, LLC to provide qualified, professional swim instructors and lifeguards at the JLS Middle School pool. The fall 2015 Aquatics program is underway and the program continues to experience staffing shortages and staff predict to have continuing staffing shortages in the winter 2015 season. The Community Services Department requests to explore alternative approaches to providing Aquatics services and programs to the community by releasing an Request For Proposal (RFP). This matter was discussed at the October 20, 2015 Finance Committee meeting.

Discussion

At the October 20, 2015 Finance Committee, staff presented the rationale for releasing an RFP to explore alternatives for the delivery of Aquatics Services. The Finance Committee unanimously approved the recommendation and the recommendation is now before Council for approval. For more details on the rationale to release an RFP for Aquatics services please see Attachment A - Finance Committee Report October 20, 2015.

Timeline

- October 20, 2015 – Finance Committee presentation and discussion of the RFP
- November, 2015 –RFP released
- March, 2016 – Potential Council action on the scope of aquatics services to be contracted out

Resource Impact

The City cost recovery for aquatics programs and services, as described in recent Cost of Services Study, is below:

Total Direct Expenses	Total Indirect Expenses	Total Full Costs	Total Fee Revenue	Total General Fund Subsidy	Direct Cost % Recovery	Full Cost % Recovery
\$623,895	\$259,043	\$882,938	\$507,150	\$375,788	81%	57%

The intent of the RFP is to provide an enhanced level of service at or below current cost. Should alternative proposals require additional funding, staff will evaluate fees for that service to ensure cost recovery goals are met while being competitive in the marketplace.

Policy Implications

This proposal is aligned with Comprehensive Plan goal G1: Effective and Efficient Delivery of Community Services

Attachments:

- Finance Committee Staff Report (PDF)

Recommendation

Staff recommends that Council direct the Community Services Department to release a Request for Proposal to explore options for the delivery of aquatic programs and services for the City of Palo Alto.

Background

During the summer season which runs from mid-June through mid-August, the City of Palo Alto Aquatics program offers a variety of activities for the community including family recreation swim, adult lap swim, youth swim lessons for ages birth to 13 years, facility rentals for private pool parties, a youth competitive swim (PASA - Palo Alto Stanford Aquatics), and an adult competitive swim team (Rinconada Masters).

Once the Palo Alto Unified School District begins their academic year typically in mid-August which we call "late summer," the Aquatics program continues to offer the same activities excluding swim lessons. During this time, family recreation swim and facility rentals are only available on weekends since a majority of our staff are back in school and have limited work availability.

The Aquatics off-season program runs from mid-September through mid-May, and includes limited activities offered daily such as adult lap swim, the youth competitive swim (PASA - Palo Alto Stanford Aquatics), and the adult competitive swim team (Rinconada Masters). In years past, the Aquatics program has attempted to offer youth swim lessons during the fall and spring seasons but due to the difficulty hiring and retaining staff, youth lessons are only offered during the summer season.

Discussion

The Community Services Department (CSD) would like to explore contracting out additional aquatics services provided at Rinconada Pool, and potentially other satellite pools in the community that the City rents during the summer.

Currently, the City has existing contracts to provide the Masters Swim Program and the Palo Alto Youth Swim Program PASA, while City staff provides the year round Lap Swim Program, Learn-to-Swim Program and Summer Recreation Swim.

This past summer the City managed programs (Lap Swim, Learn-to-Swim and Summer Recreation Swim), struggled to hire and retain adequate pool staff to meet community demand. This has been a growing challenge for several years and this summer it reached its tipping point. In order to meet the demand for the 2015 summer swim lessons and the recreation swim program, CSD had to

enter into an emergency contract with an outside vendor to mitigate the staffing shortages. Working on a very short timeline, CSD was able to write and approve a contract with Team Sheeper LLC, a professional third party aquatics service provider, who was able to mobilize quickly and provide qualified professional swim instructors and lifeguards to support the Palo Alto aquatics programs. As a result CSD narrowly met its commitments to the parents that enrolled their children in swim lessons in the spring. Currently CSD staff is managing the fall aquatics Lap Swim Program and we continue to face difficulties with pool staff shortages, which is also compromising the program and limiting community access to Rinconada Pool.

There are several reasons the City aquatics program is experiencing difficulty hiring and retaining staff. The pay rates for lifeguards and swim instructors are not as competitive compared to other employment opportunities for high school and college students. The City offers mostly seasonal work opportunities and not year round part time employment. The majority of the pool staff are students and after summer they are no longer available to work. Those that live and go to school in the area often continue working at the pool but this only represents a small number of the aquatics staff.

Provision of aquatics services for cities in the region is delivered in a number of ways. For example the City of Menlo Park contracted out their entire Aquatics program to Team Sheeper, Inc. and it now operates in a private public partnership as Menlo Swim & Sport. While contracting out is gaining interest from cities most cities within the area operate their aquatics program in-house or through a hybrid model like the City of Palo Alto, whereby a portion of the program is contracted out, typically their swim teams or clubs, while swim lessons and recreation swim remain in-house. The City of Morgan Hill has a unique partnership with the YMCA to run their recreation programs. As partners, the City of Morgan Hill and YMCA partner to provide high quality health and fitness, youth, teen, family, and senior programs including aquatics for residents and the surrounding community to enjoy. Currently, the City of Palo Alto provides a hybrid program where the Aquatics program is predominantly run in-house with the exception of our Master's and PASA program which is provided by contractors.

To address the issue of ongoing challenges to hire and retain aquatics staff CSD is drafting a Request for Proposals (RFP) for aquatics services for summer 2016. If agreeable to the Finance Committee and City Manager's Office, CSD will release the RFP in late October 2015, evaluate proposals in December/January

and bring a recommendation to Council in early Spring 2016 for possible contracting out of additional aquatics services.

Contractor(s) responding to the RFP would be able to submit proposals to manage the Learn-to-Swim program, the Palo Alto Youth Swim Program, Masters Swim Program, Lap Swim and Recreation Swim. Proposals would be accepted for one, some, or all of these services depending on the applicant's area of expertise, capacity and interest.

An internal meeting between Administrative Services (ASD), People Strategies and Operations (PSO) Departments and the City Manager's Office was held on September 22 to discuss the CSD proposal to issue an RFP for aquatics services. Staff are in agreement with the approach outlined above, that would allow CSD to explore alternative options for the delivery of aquatics programs service through an RFP process.

Recognizing that an RFP for aquatics services could impact an SEIU regular staff member, and several SEIU hourly staff, a Meet and Confer process is necessary. As such PSO intends to notify SEIU at their monthly regularly scheduled meeting on October 15 about the possibility of an RFP for aquatics services.

Rinconada pool is a magnificent community asset. Exploring options for how we might better deliver aquatics programs and services to maximize community benefit is a prudent course of action in CSD's view. By issuing an RFP to explore options the City may be able to improve the overall aquatics program with additional services and increased access to Rinconada pool for the Palo Alto community.

Timeline

- October 15, 2015 – PSO meets with SEIU to notify them of the possible RFP
- October 20, 2015 – Finance Committee presentation and discussion of the RFP
- November, 2015 – Pending Finance Committee and CMO direction, RFP released
- March, 2016 – Council action on the to be determined scope of aquatics services to be contracted out

Resource Impact

The City cost recovery for aquatics programs and services, as described in recent Cost of Services Study, is below:

Total Direct Expenses	Total Indirect Expenses	Total Full Costs	Total Fee Revenue	Total General Fund Subsidy	Direct Cost % Recovery	Full Cost % Recovery
\$623,895	\$259,043	\$882,938	\$507,150	\$375,788	81%	57%

The intent of the RFP is to provide an enhanced level of service at or below current cost. Should alternative proposals require additional funding, staff will evaluate fees for that service to ensure cost recovery goals are met while being competitive in the marketplace.

Policy Implications

This proposal is aligned with Comprehensive Plan goal G1: Effective and Efficient Delivery of Community Services.