



City of Palo Alto

City Council Staff Report

(ID # 10827)

Report Type: Consent Calendar

Meeting Date: 12/16/2019

Summary Title: Contract Not-to-Exceed \$285,000 for Three Years for Soccer Classes and Camps

Title: Approval of a Three Year Contract With North American Youth Athletics, LLC, in the Amount of \$285,000 for Soccer Classes and Camps

From: City Manager

Lead Department: Community Services

RECOMMENDATION

Staff recommends that City Council approve and authorize the City Manager to execute the attached contract between the City of Palo Alto (City) and North American Youth Activities, LLC (dba Kidz Love Soccer), in the amount of \$95,000 a year for three years beginning January 1, 2020 through December 31, 2022, to teach soccer classes and camps offered through the City's Recreation program. The total contract value shall not exceed \$285,000 for a three-year period (Attachment A).

DISCUSSION

The Community Services Department (CSD) hosts youth programs throughout the year. Youth soccer classes are offered seven days per week during the school year, and soccer camps are offered during the summer. Soccer classes and camps are taught by an approved contractor to instruct children preschool age through 10 years old. Classes and camps are intended to accommodate all levels and ages with a variety of options (Parent and Me, Tot Soccer and skill classes). CSD strives to offer a variety of programs and services that are of high quality, exciting, dynamic and inclusive to all.

The City of Palo Alto has contracted out their soccer camps and soccer classes to North American Youth Activities, LLC (dba Kidz Love Soccer) for over 20 years. The current contract, due to expire on 12/31/2019, was a three-year term with the same revenue split of 65% to the contractor and 35% to the City. The maximum compensation amount was \$85,000 a year (\$255,000 for a three-year period). A competitive bid solicitation is conducted every three years.

The classes and camps are made available for viewing in the City's ENJOY! Catalog, as well as on the City's website on www.cityofpaloalto.org/enjoy where customers can

register for the classes and camps. A CSD staff member functions as the coordinator to work closely with the contractor to ensure that the correct program information, descriptions, dates and times are provided in a timely manner and fields are reserved appropriately.

Scope of Services Description

The scope of work to be performed under the contract is for soccer instruction for recreation classes and camps. (Attachment A, Exhibit A)

Solicitation Process

A Request for Proposals (RFP) was issued in August 2019 to secure a contractor experienced in teaching soccer camps and classes to youth with a strong reputation, exciting curriculum and dependable staff. Three providers of soccer classes and camps expressed interest in the RFP and one proposal was received. Staff attribute this to the specialized nature of the scope of service and the high demand for soccer classes, instructors and coaches in the Bay area.

The proposal was reviewed by an evaluation committee consisting of Community Services Department staff. Based on the written proposal, the evaluation committee selected North American Youth Activities, LLC (dba Kidz Love Soccer). Their written proposal made it clear that they have the experience, knowledge, and background desired for the work. Kidz Love Soccer has been a consistent dependable contractor working for the City of Palo Alto for over 20 years. They provide well-trained, supportive coaches and conduct their camps and classes at a 1:10 (coach to child) ratio. They provide a wide variety of communication tools to keep registered families educated about rainouts, changing of fields, and canceling sessions when needed, i.e. due to poor air quality. Kidz Love Soccer is known for teaching soccer in a nurturing environment, utilizing their proprietary curriculum and ensuring their students are having fun while learning.

A summary of the solicitation process is below:

- Soccer Instruction for Camps and Classes/RFP 176414
- Proposed Length of Project: 3 years
- Proposals posted to Planet Bids: August 22, 2019
- Total Days to Respond to Proposal: 21

RESOURCE IMPACT

The Community Services Department Fiscal Year 2020 Adopted Operating Budget will fund the first six months of the contract term. Funding for the remaining contract term would be subject to City Council annual appropriation of funds.

STAKEHOLDER ENGAGEMENT

Community Services Department staff met to review this contractor's prior performance under the last agreement, which has been satisfactory, and have an interest in continuing this program for the benefit of the community.

CEQA

This action is not considered a Project under the California Environmental Quality Act (CEQA).

Attachments:

- Attachment A: Contract with North American Youth Soccer

CITY OF PALO ALTO CONTRACT NO. C20176414

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the 1st day of JANUARY, 2020, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”)**, and **NORTH AMERICAN YOUTH ACTIVITIES, LLC (DBA KIDZ LOVE SOCCER)**, a California Limited Liability Corporation, located at PO Box 337, Corte Madera, CA 94976 , Telephone Number: (888) 277-9542 (**“CONTRACTOR”**). In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.
2. **EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “B” - Schedule of Performance
- “C” – Schedule of Fees
- “D” - Insurance Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. **TERM.**
The term of this Agreement is from January 1, 2020 to December 31, 2022 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.
4. **SCHEDULE OF PERFORMANCE.** CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.
5. **COMPENSATION FOR ORIGINAL TERM.** CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of Two Hundred And Eighty Five Thousand dollars (\$285,000.00).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- CITY has set aside the sum of Zero dollars (\$0.00) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term.

7. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS". For purposes of this Section 7, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in "Appendix ___ Claims for Public Contract Code Section 9204 Public Works Projects".

- This project is not a 9204 Public Works Project.**

8. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Margie Cain, Dept.: Community Services Department, Telephone: 650-463-4919. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City,

CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

- H. DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR's performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR's performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR's request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.
- I. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.
- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- K. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.

- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- O. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section N relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative dispute resolution), arising out of, or resulting in any way from

or in connection with the performance of this Agreement. CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR 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. CONTRACTOR 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.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR 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 this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** 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.
- X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONTRACTOR shall comply with CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Division, which are incorporated by reference and may be amended from time to time. CONTRACTOR 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, CONTRACTOR shall comply with the following zero waste requirements:

- All printed materials provided by CONTRACTOR 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 Contractor 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 CONTRACTOR, at no additional cost to CITY, for reuse or recycling. CONTRACTOR shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

This Project is not subject to prevailing wages. CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than \$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

AA.DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY's request.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

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

**NORTH AMERICAN YOUTH ACTIVITIES,
LLC DBA KIDZ LOVE SOCCER**

City Manager or Designee
(Required on contracts \$85,000 and over)

DocuSigned by:
Malcolm Guthrie
By _____
8D510AE310892B0...
Name Malcolm Guthrie

Title Managing Member

Telephone: 415-342-2289

Purchasing Manager or Designee

Approved as to form:

City Attorney or Designee

EXHIBIT A SCOPE OF SERVICES

CONTRACTOR shall provide instructional services for soccer classes and summer camps. The programs are for preschoolers, elementary school, and middle school aged children with a curriculum that will include soccer classes through the school year and camps through the summer season.

1. Scope of Services

Contractor AGREES TO:

1.1. COURSE CONTENT:

- 1.1.1. Be responsible for curriculum and course content.
- 1.1.2. Unless otherwise expressly provided in this Agreement, City shall not be responsible for providing course materials.
- 1.1.3. Provide a teacher that will teach the whole session, with as little substitution as possible.
- 1.1.4. Conduct the program in a safe manner.
- 1.1.5. City shall have the right to observe Contractor instruct in order to determine whether Contractor is in compliance with the terms and conditions of this Agreement.

1.2. QUALITY OF PROGRAM: Maintain a quality program which includes, but is not limited to:

- 1.2.1. Contractors are knowledgeable and experienced in the subject being taught and with the age group.
- 1.2.2. Contractors are reliable and punctual.
- 1.2.3. Contractors are organized and prepared to teach at the start of each class.
- 1.2.4. Contractors can establish and maintain working relationships with City staff and customers.
- 1.2.5. Contractors provide good customer service.
- 1.2.6. Contractors make their best effort to make their programs inclusive and accessible.
- 1.2.7. Contractors and their employees can effectively resolve issues.

1.3. SET UP & CLEAN UP:

- 1.3.1. Be responsible for all set up and cleanup of the room or field and equipment.
- 1.3.2. All set up must be completed prior to the start of class.

1.4. EMPLOYEES:

- 1.4.1. Provide employees who are at least 18 years old
- 1.4.2. Contractor, as well as their employees and/or volunteers (if applicable), must complete and pass LiveScan/Fingerprint/Background checks and must provide proof of passing such checks prior to providing services,

provide negative TB test results within the last two years (for anyone working with minors) and provide proof of auto insurance in accordance with City guidelines (for anyone driving to the City of Palo Alto Facility). All Contractors, as well as their employees and volunteers (if applicable), are strongly recommended to obtain certification in CPR/First Aid.

1.5. PUBLICITY:

- 1.5.1. May not publicize Contractor's business to class participant during class hours without prior authorization from Department Director.
- 1.5.2. Must obtain prior approval from Recreation Coordinator or designee for publicity containing City classes.
- 1.5.3. Must clarify to customers that any personal information sought by Contractor (name, phone number, address, etc.) from customers is voluntary, and strictly for the use of the Contractor and not requested by the City
- 1.5.4. Submit quarterly class proposals for creation of the Enjoy catalog. Note: Classes included in proposal are not guaranteed to be offered.
- 1.5.5. Contractor will create a marketing plan to help promote camps and classes and encourage enrollment.

1.6. PUNCTUALITY:

- 1.6.1. Contractor and their employees shall arrive at least 15 minutes prior to the starting time of the class
- 1.6.2. Ensures that all classes start and end on time
- 1.6.3. For any child without permission to leave class or camp on their own, Contractor will wait until all those children are safely picked up.
- 1.6.4. Notifies center prior to the class if Contractor is running late or unable to attend
- 1.6.5. If a class is missed, a makeup class is required to be provided by Contractor.

1.7. RECORD KEEPING:

- 1.7.1. Must take attendance at each class. All attendance records shall be submitted to City Center Staff at the end of each session.
- 1.7.2. Must be responsible for distributing and collecting City customer service surveys for each class conducted. The completed surveys should be turned in to City Center Staff at the end of the final class.

1.8. COMMUNICATION:

- 1.8.1. Maintain on-going communication
- 1.8.2. Immediately communicate problems and issues with the class(es) or customers
- 1.8.3. Inform students of cancelled classes, rain outs or locations changes.
- 1.8.4. Inform City staff of participant injuries and complete necessary accident reports within 24 hours.

- 1.9. ADHERENCE TO CITY POLICY AND REQUIREMENTS:
 - 1.9.1. Responsible for knowing the City’s policies and procedures with regard to special interest classes (e.g. waiting lists, cancellation, refund, satisfaction, etc.)
 - 1.9.2. Responsible for verifying that only registered participants with a signed City liability form on file with the City are permitted to participate in City’s special interest classes.
 - 1.9.3. CONTRACTOR shall submit the following prior to the commencement of this Contract. If the following items are not submitted prior to the start of this Contract, this Contract shall automatically terminate:
 - 1.9.3.1. Insurance requirements
 - 1.9.3.2. LiveScan/Fingerprints/Background Checks
 - 1.9.3.3. TB Test

- 1.10. PRIVACY:
 - 1.10.1. Agrees that any personal information that Contractor receives regarding customers may not be used for other than City business.
 - 1.10.2. Ensures that customer information will be stored in a secure location.

- 1.11. City AGREES to:
 - 1.11.1. Process all registrations for classes (Contractors not allowed to register participants)
 - 1.11.2. Provide Contractor with attendance sheets or online access to run their own.
 - 1.11.3. Provide facility for scheduled classes, which includes reservation of outdoor spaces (e.g. sports fields, gyms, tennis courts, etc.)
 - 1.11.4. Include Contractor classes in publicity materials.

2. Sample Schedule of Classes

The parties agree that the Classes shall occur over the Fall, Winter, Spring, and Summer sessions of City’s Recreation Program. The dates, times and location of each class session shall be subject to the mutual agreement of the Recreation Coordinator and Contractor.

Current Class and Camps Description

CLASSES:

Soccer 1: Techniques & Teamwork

Learn dribbling, passing and receiving, defense and shooting goals. Fun skill games are played at every session, and every participant will have a ball at his or her feet. This class is perfect for first time players while being fun and engaging for kids with some experience. Small-sided soccer matches will be introduced gradually. Each participant will receive a soccer jersey. Shin guards are required after the first meeting.

9 Classes	Age	Rinconada Park	24 max
	5y-6y	Tu 9/10-11/5	3:30pm-4:15pm

9 Classes	Age	Mitchell Park	24 max
	5y-6y	W 9/11-11/6	3:45pm-4:30pm

9 Classes	Age	Mitchell Park	30 max
	5y-6y	Sa 9/21-11/16	11:00-11:45am

Soccer 2: Skillz & Scrimmages

Enjoy advanced skill building: dribbling, passing and shooting in a team play format. Class includes scrimmages that emphasize teamwork and positional play as well as activities to develop individual skills. All levels of play are encouraged to come out and enjoy the soccer fun! Each participant will receive a soccer jersey. Shin guards are required after the first meeting.

9 Classes	Age	Mitchell Park	30 max
	7y-10y	Sa 9/21-11/16	11:50am-12:35pm

Parent & Me Soccer

Introduce your toddler to the world's most popular game! As you participate together in our fun age appropriate activities, your child will be developing their large motor skills and socialization skills. A variety of activities designed around the game of soccer will be played each week. The fun happens on the field, and in Parent & Me Soccer, parents are part of the action, not watching from the sidelines! Kids will receive a soccer jersey.

6 Classes	Age	Rinconada Park	20 max
	2y-3 ½y	Tu 9/10-10/15	5:30pm-6:00pm

9 Classes	Age	Mitchell Park	20 max
	2y-3 ½y	Th 9/12-11/7	9:00-9:30am

9 Classes	Age	Mitchell Park	20 max
	2y-3 ½y	Sa 9/21-11/16	8:30-9:00am
	2y-3 ½y	Sa 9/21-11/16	9:05-9:35am

Pre Soccer

Teaches the basic techniques of the game and builds self-esteem through participation and fun soccer activities. Children learn to follow instructions in a nurturing, age appropriate environment. Each participant will receive a soccer jersey. Shin guards are required.

9 Classes	Age	Rinconada Park	24 max
	4y-5y	Tu 9/10-11/5	4:15pm-4:50pm

9 Classes	Age	Mitchell Park	24 max
	4y-5y	W 9/11-11/6	4:30pm-5:05pm

9 Classes	Age	Mitchell Park	20 max
	4y-5y	Th 9/12-11/7	10:10-10:45am

9 Classes	Age	Mitchell Park	30 max
	4y-5y	Sa 9/21-11/16	10:20-10:55am

Tot Soccer

Enjoy running and kicking just like the big kids. Encourages large motor skill development through fun soccer games and introduces small children to the group setting. Each participant will receive a soccer jersey. Shin guards are required.

9 Classes	Age	Rinconada Park	24 max
	3½y-4y	Tu 9/10-11/5	4:50pm-5:20pm

9 Classes	Age	Mitchell Park	24 max
	3½y-4y	W 9/11-11/6	3:15pm-3:45pm

9 Classes	Age	Mitchell Park	20 max
	3½y-4y	Th 9/12-11/7	9:40am-10:10am

9 Classes	Age	Mitchell Park	30 max
	3½y-4y	Sa 9/21-11/16	9:45am-10:15am

SUMMER CAMPS:

Soccer Camp 4.5 to 6yr olds

Spend a week enjoying the world's most popular sport in a fun, recreational environment. Learn and practice soccer skills including dribbling, passing, receiving, shooting and defense. Everyone is a winner as the week's fun culminates in an age-appropriate 'World Cup' tournament. All campers will receive a soccer ball and soccer jersey. Half-day campers should bring a full water bottle and a healthy snack. ALL PARTICIPANTS MUST WEAR SHIN GUARDS. SOCCER SHOES AND SUNSCREEN ARE RECOMMENDED.

5 Classes	Age	Mitchell Park North Field	20 max
13440	4 ½y-6y	6/3-6/7	9am-12pm

5 Classes	Age	Greer Field #1	20 max
13446	4 ½y-6y	7/29-8/2	9am-12pm

5 Classes	Age	Cubberley Center Field #2	20 max
13447	4 ½y-6y	7/8-7/12	9am-12pm

Soccer Camp - 7 to 8yr olds

Spend a week enjoying the world's most popular sport in a fun, recreational environment. Learn and practice soccer skills including: dribbling, passing, receiving, shooting and defense. Everyone is a winner as the week's fun culminates in an age-appropriate 'World Cup' tournament. All campers will receive a soccer ball and soccer jersey. Half-day campers should bring a full water bottle and a healthy snack. ALL PARTICIPANTS MUST WEAR SHIN GUARDS. SOCCER SHOES AND SUNSCREEN ARE RECOMMENDED.

5 Classes	Age	Mitchell Park North Field	20 max
13441	7y-8y	6/3-6/7	9am-12pm

5 Classes	Age	Greer Field #1	20 max
13448	7y-8y	7/29-8/2	9am-12pm

5 Classes	Age	Cubberley Center Field #2	20 max
13449	7y-8y	7/8-7/12	9am-12pm

Soccer Camp - 9 to 10yr olds

Spend a week enjoying the world's most popular sport in a fun, recreational environment. Learn and practice soccer skills including: dribbling, passing, receiving, shooting and defense. Everyone is a winner as the week's fun culminates in an age-appropriate 'World Cup' tournament. All campers will receive a soccer ball and soccer jersey. Half-day campers should bring a full water bottle and a healthy snack. ALL PARTICIPANTS MUST WEAR SHIN GUARDS. SOCCER SHOES AND SUNSCREEN ARE RECOMMENDED.

5 Classes	Age	Mitchell Park North Field	20 max
13442	9y-10y	6/3-6/7	9am-12pm

5 Classes	Age	Greer Field #1	20 max
13450	9y-10y	7/29-8/2	9am-12pm

5 Classes	Age	Cubberley Center Field #2	20 max
13451	9y-10y	7/8-7/12	9am-12pm

Soccer All Day Camp

Spend a week enjoying the world's most popular sport in a fun, recreational environment. Learn and practice soccer skills including: dribbling, passing, receiving, shooting and defense. Everyone is a winner as the week's fun culminates in an age-appropriate 'World Cup' tournament. All-day campers will stay for lunch and more fun in the afternoon. After lunch they will enjoy more soccer, soccer movies, and tabletop soccer games. Each day will reinforce the skills we learned by ending the day with a full soccer match. All campers will receive a soccer ball and jersey. All-day campers should bring a full water bottle (1.5 liter minimum), a healthy snack and a bag lunch. ALL PARTICIPANTS MUST WEAR SHIN GUARDS. SOCCER SHOES AND SUNSCREEN ARE RECOMMENDED.

5 Classes	Age	Mitchell Park North Field	20 max
13443	5y-6y	6/3-6/7	9am-3pm

5 Classes	Age	Mitchell Park North Field	20 max
13444	7y-8y	6/3-6/7	9am-3pm

5 Classes	Age	Mitchell Park North Field	20 max
13445	9y-10y	6/3-6/7	9am-3pm

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services so as to complete each task within the time period specified in Exhibit A, Scope of Services. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule in Exhibit A, Scope of Services.

**EXHIBIT C
SCHEDULE OF FEES**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts of Ninety Five Thousand dollars (\$95,000.00) per year, or Two Hundred and Eighty Five Thousand dollars (\$285,000) for a three year period. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

CONTRACTOR will not be compensated for classes offered and canceled.
CONTRACTOR will be compensated for only registered participants listed on the attendance records.

For all the classes and camps taught during the term of this Agreement, CITY shall pay CONTRACTOR 65% of the Resident Rate for the period of January 1, 2020 through December 31, 2022 as detailed below.

DETAILED RATE SCHEDULE

Year 1: January 1, 2020 – December 31, 2020

Scope	Youth Soccer Class Instruction (One season)	Resident Rate
Task 1 Quarterly Soccer Class Instruction (9 class sessions)	Consultant to instruct youth soccer classes: Parent and Me, Tot Soccer, Pre-Soccer, Techniques & Teamwork and Skills and Scrimmages.	\$135/student
Task 2 3 Weeks of Summer Soccer Camps Instruction – half day (5 class sessions)	Consultant to instruct half day Soccer Summer Camps	\$160/student
Task 3 3 Weeks of Summer Soccer Camps Instruction for full day (5 class sessions)	Consultant to instruct full day Soccer Summer Camps	\$279/student

Year 2: January 1, 2021 – December 31, 2021

Scope	Youth Soccer Class Instruction (One season)	Resident Rate
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Task 1 Quarterly Soccer Class instruction (9 class sessions)	Consultant to instruct youth soccer classes: Parent and Me, Tot Soccer, Pre-Soccer, Techniques & Teamwork and Skills and Scrimmages.	\$142/student
Task 2 3 Weeks of Summer Soccer Camps Instruction – half day (5 class sessions)	Consultant to instruct half day Soccer Summer Camps	\$168/student
Task 3 3 Weeks of Summer Soccer Camps Instruction for full day (5 class sessions)	Consultant to instruct full day Soccer Summer Camps	\$293/student

Year 3: January 1, 2022 – December 31, 2022

Scope	Youth Soccer Class Instruction (One season)	Resident Rate
Task 1 Quarterly Soccer Class instruction (9 class sessions)	Consultant to instruct youth soccer classes: Parent and Me, Tot Soccer, Pre-Soccer, Techniques & Teamwork and Skills and Scrimmages.	\$149/student
Task 2 3 Weeks of Summer Soccer Camps Instruction – half day (5 class sessions)	Consultant to instruct half day Soccer Summer Camps	\$176/student
Task 3 3 Weeks of Summer Soccer Camps Instruction for full day (5 class sessions)	Consultant to instruct full day Soccer Summer Camps	\$308/student

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:

REQUIRED	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 INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY 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 INSUREDS"

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**

Certificate Of Completion

Envelope Id: 3BBA4E2920B44F9FB19128EEDAFF0F9F	Status: Completed
Subject: Please DocuSign: C20176414 - North American Youth Activities, LLC.pdf	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kim Nguyen
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	kim.nguyen@cityofpaloalto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original	Holder: Kim Nguyen	Location: DocuSign
10/30/2019 5:13:30 PM	kim.nguyen@cityofpaloalto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Malcolm Guthrie
malcolm@kidzlovesoccer.com
Managing Member
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

8D510AE310894B0...
Signature Adoption: Pre-selected Style
Using IP Address: 96.74.109.134

Timestamp

Sent: 10/30/2019 5:20:12 PM
Viewed: 10/31/2019 12:56:04 PM
Signed: 10/31/2019 12:58:16 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Margie Cain
Margie.Cain@CityofPaloAlto.org
Program Assistant I
City of Palo Alto
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/31/2019 12:58:19 PM
Viewed: 10/31/2019 3:04:47 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/31/2019 12:58:19 PM
Certified Delivered	Security Checked	10/31/2019 12:58:19 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/31/2019 12:58:19 PM
Completed	Security Checked	10/31/2019 12:58:19 PM

Payment Events	Status	Timestamps
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