

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-18

Urgent

Routine

AGENDA DATE June 28, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the Amended and Restated Agreement with the Stanislaus County Police Activities League for a Recreation Swim Program for Fiscal Year 2011-2012

STAFF RECOMMENDATIONS:

Authorize the Director of the Department of Environmental Resources, or her designee, to sign the amended and restated agreement with the Stanislaus County Police Activities League for a recreation swim program at the Regional Water Safety Training Center - Empire Community Pool through Fiscal Year 2011-2012.

FISCAL IMPACT:

Funding is provided through private contributions and donations consistent with the operations and programs plan approved by the Board of Supervisors during the award of the construction contract in May 2008. The approved plan included funding for three years of operating expenses (estimated at \$60,000 annually) to be managed by the Department of Parks and Recreation and a one-year recreation swim program (estimated at \$40,000) to be provided by the Stanislaus County Police Activities League (SCPAL).

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2011-398

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Amended and Restated Agreement with the Stanislaus County Police Activities League for a Recreation Swim Program for Fiscal Year 2011-2012

FISCAL IMPACT (Continued):

Donations in the amount of \$157,000.38 were received to operate the Regional Water Safety Training Center (RWSTC) and fund recreational swim activities. An additional \$55,000 was available for pool start-up costs. Including interest, the amount of funding available for initial operations and programs totaled approximately \$220,000.

During the initial season of operation, approximately \$107,036 in expenses were incurred to fund the start-up costs, the recreational swim program by SCPAL, and operate and maintain the pool. In Fiscal Year 2010-2011, expenses are projected to be approximately \$70,000. In Fiscal Year 2011-2012, the Department of Parks and Recreation will contract with SCPAL for \$30,000 to fund the recreational swim program at the RWSTC. The funds are included in the Department's RWSTC Proposed Budget for Fiscal Year 2011-2012 as adopted by the Board of Supervisors on June 7, 2011.

DISCUSSION:

The Regional Water Safety Training Center – Empire Community Pool (RWSTC) is located within Empire Community Park. The collaboration with the community of Empire on this project originated after three young brothers from Empire tragically drowned in the Tuolumne River in the summer of 2003. This tragic accident caused the community to come together to identify options to prevent this from happening again and to provide a safe environment for both children and adults to swim and learn to swim. The Empire Community Pool was developed as a Regional Water Safety Training Center to serve Stanislaus County residents in Empire and the surrounding areas.

The Department of Parks and Recreation (Department) has partnered with the Stanislaus County Police Activities League (SCPAL) for many years to provide after school activities for at risk children. These youth activities are extremely important to the community in that they involve children in various constructive adult-supervised activities and, therefore, are less vulnerable to potentially negative influences arising from unsupervised play. The contract between the Department and SCPAL was originally entered into on June 30, 1998, with amendments approved annually depending on funding availability. In recent years, the restated agreement has included the SCPAL program at the RWSTC.

Over the past few years, the funding available for the traditional SCPAL program has decreased substantially. As part of the Adopted Proposed Budget for Fiscal Year 2011-2012, funding for this program was completely eliminated in order to achieve the Department of Parks and Recreation's targeted budget reduction for the upcoming fiscal year. This affects after school programs at Keyes Community Center/Hatch Park in Keyes, Oregon Park in the Airport Neighborhood, United Community Center/Park in Grayson, Bonita Pool in Crows Landing, Empire Community Park, and Salida Park. The one exception to the SCPAL funding reductions is the RWSTC as the community had previously raised sufficient funds for the third season (Fiscal Year 2011-2012) of operation and maintenance. This facility will remain open as long as the community support and funds are available. County staff is continuing to work

Approval of the Amended and Restated Agreement with the Stanislaus County Police Activities League for a Recreation Swim Program for Fiscal Year 2011-2012

with the community and other partner agencies to develop a sustainable funding plan for future years.

This amended and restated agreement with SCPAL for a recreation swim program at the RWSTC through Fiscal Year 2011-2012 includes operating the swimming facility for children and adults from the Empire community and Stanislaus County. The recreation swim program is offered at a minimal fee of \$1 general admission to any child or adult residing in Stanislaus County. In past years, the Stanislaus County Police Activities League has also been able to offer additional aquatic programs such as swimming lessons, junior lifeguard lessons and adult aquatic aerobics based on available resources and community need. The fees charged for these additional instructional programs have cover associated costs.

POLICY ISSUE:

Approval of this agenda item authorizing the contract for a recreational swim program is consistent with the Board's priorities of A Safe Community and Effective Partnerships, by partnering with Stanislaus County Police Activities Leagues to provide safe recreational activities.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Parks and Recreation

Telephone: 209-525-6770



DEPARTMENT OF PARKS AND RECREATION
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**AMENDMENT 2
TO
AMENDED AND RESTATED
AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This is Amendment 2 to the Amended and Restated Agreement for Independent Contractor Services (the "Agreement") by and between the County of Stanislaus ("County") and Stanislaus County Police Activities League, a California non-profit corporation ("Contractor") made and entered into on June 28, 2011.

WHEREAS, the County and Contractor entered into an Amended and Restated Agreement for Independent Contractor Services, dated June 30, 2009, ("the Agreement"); and

WHEREAS, Amendment 1 extended the Agreement Period for one year; and

WHEREAS, Section 17 – Amendment, provides that this Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity; and

WHEREAS, the County has a continued need for the Contractor's services in providing a recreational swim program at the Empire Regional Water Safety Training Center; and

WHEREAS, this amendment is for the mutual benefit of County and Contractor;

NOW THEREFORE, the County and Contractor agree as follows:

1. Exhibit A, Section A is amended as follows:

"The Contractor shall provide services under this Agreement as follows:

1. Furnish and provide a recreational swim program, as approved under A.5 below. Contractor is responsible for managing the program on a daily basis and for conducting all of the associated recreational, educational and special activities furnished and provided by the Contractor under this Agreement.

2. Contractor shall provide and furnish all personnel, who shall be properly supervised, trained and if required, licensed, and all equipment, transportation, materials, products, supplies and permits needed to safely perform the Contractor's obligations under this Agreement in accordance with all applicable laws, regulations or ordinances. Contractor shall provide sufficient staffing to provide a safe and secure program. Staff must be the age of 18 or above, and one staff member shall supervise each recreational activity and shall provide, as needed, a sufficient number of additional personnel to safely and effectively conduct the activities. Contractor shall be solely responsible for payment of all salary for personnel involved in furnishing services under this Agreement.

3. Anyone, regardless of where they reside, shall be allowed to participate in the programs and activities furnished by the Contractor, however, residents of Stanislaus County shall be given first priority and preference over residents in other counties if the activity is made available to only a limited number or participants.

4. The program and activity shall be conducted at Empire Regional Water Safety Training Center, which shall be made available for use by the Contractor at no expense.

5. Contractor shall establish an on-site advisory committee composed of two commissioners from the Stanislaus County Parks Commission, one staff employee from the County Parks Department, and one staff employee from the Contractor. Contractor shall prepare a proposed schedule and program of recreational activities to be furnished under the Agreement, and shall submit such proposal to the advisory committee for review and approval.

6. If, at any time, the County determines that the Contractor's performance under this Agreement is unsatisfactory, then the County shall notify the Contractor in writing specifying the reasons for such dissatisfaction. Within five (5) days of receipt of such notice, the Contractor shall submit to the County a written action plan for

providing satisfactory service or correcting unsatisfactory conditions. The County may terminate this Agreement if, in the County's sole discretions, a satisfactory action plan cannot be agreed upon or if the Contractor fails to correct the unsatisfactory performance or unsatisfactory conditions within five (5) days after notice of termination is mailed to the Contractor by the County.

7. Contractor shall provide the County with the following reports and information:
 - a. A calendar showing a three-month schedule for all approved activities including staffing for those activities. The calendar shall be updated and submitted quarterly and whenever there are program changes.
 - b. A report summarizing the activities furnished by the Contractor under this Agreement during the prior month. The report shall be submitted by the 10th of each month after the month activities are conducted. The report shall include actual input or feed-back, or a summary of it, received from the Contractor's staff, the community and program participants. A copy of all activity sign-in sheets shall be submitted along with the report.
 - c. All statistical data kept, accumulated or compiled by the Contractor related to the program or activity furnished by the Contractor.
 - d. A report of expenditures made and obligations incurred during each month that the program or activity is furnished, which shall be submitted on a monthly basis.

In addition, the Contractor shall promptly notify the County of any problems, concerns or public input arising from or concerning the programs or activities implemented by the Contractor or the Contractor's performance of its obligations under this Agreement."

2. Exhibit A, Section B – Compensation, items 1 through 4, are amended as follows:

"The Contractor shall be compensated for the services provided under this Agreement as follows:

1. The County shall pay the Contractor actual expenses, not to exceed an annual amount of \$30,000.00, for the programming of the Regional Water Safety Training Center at Empire Park. A report of expenditures made and obligations incurred during each month that the programs or activities are furnished, shall be submitted on a monthly basis at which time the County shall authorized payment of approved expenditures.

2. Payment for performance by the Contractor shall be dependent upon the availability of appropriations by the County Board of Supervisors for the purposes of this Agreement. No legal liability on the part of the County for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which shall be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the County loses funding for any reason, the County, in its sole discretions, shall have the option to either; (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement. This contract is subject to and contingent upon approval of funding by the Board of Supervisors and may be cancelled in its entirety or modified to be consistent with funding approved by the Board.

3. The Contractor shall establish a separate account for deposit of all funds paid to the Contractor by the County under this Agreement and shall not commingle any funds received from the County under this Agreement with any other funds held or controlled by the Contractor.

4. Contractor is authorized to charge a fee for individuals who participate in aquatic activities at the Regional Water Safety Training Center at Empire Park in an amount no greater than necessary to offset the Contractor's costs and expenses for operating the pool. Such fee shall be levied on an equal basis for all pool users; provided, however that the Contractor, in its discretion, may establish a policy for waiving the fee based upon financial hardship. Such fee waiver policy shall be uniformly applied. Contractor shall establish a separate account to deposit all fees collected for use of the pool. Contractor shall not apply pool user fees for any other purpose than operation and maintenance of the pool. If pool user fees are insufficient to cover the costs of pool operation and maintenance, Contractor shall use surplus funds received under Paragraph B1 above for such purpose."

3. Exhibit A, Section C - Limit of Expenditure is amended to read:

"The parties hereto acknowledge the maximum amount to be paid by the County for services provided under this Amendment, shall not exceed Thirty Thousand Dollars (\$30,000.00), including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

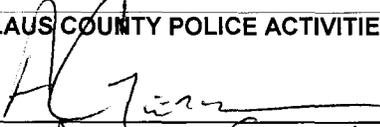
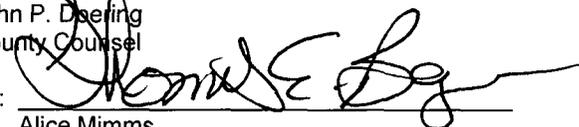
4. Exhibit A, Section H – Agreement Period, is amended to read:

“The parties agree to renew the Agreement for one (1) year, for the period of July 1, 2011 through June 30, 2012. At the end of this renewal period, the parties may mutually agree to renew the Agreement for one additional year.”

5. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In Witness whereof, the parties have executed this Amendment No. 2 to the Agreement
In duplicate on June 28, 2011.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS Department of Parks and Recreation</p> <p>By:  Sonya K. Haringfeld Director</p> <p style="text-align: center;">"County"</p>	<p>STANISLAUS COUNTY POLICE ACTIVITIES LEAGUE</p> <p>By:  Name <u>ALFREDO GUERRA</u> Title <u>EXECUTIVE DIRECTOR</u></p> <p style="text-align: center;">"Contractor"</p>
<p>APPROVED AS TO FORM: John P. Diering County Counsel</p> <p>By:  Alice Mimms Deputy County Counsel</p>	