

## CITY COUNCIL AGENDA REPORT

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August 17, 2021  
Library and Recreation

**TITLE: APPROVE THE FIFTH AMENDMENT TO THE AGREEMENT WITH LIFETIME ACTIVITIES PROVIDING PAYMENT IN THE AMOUNT OF \$8,100 TO LIFETIME ACTIVITIES FOR MAINTENANCE OF PLEASANTON BOCCE BALL COURTS FROM AUGUST 17, 2021 THROUGH MARCH 31, 2022**

### **SUMMARY**

On March 16, 2021, the City of Pleasanton (City) contracted with Lifetime Activities (Lifetime) for a one-year pilot program for Lifetime to manage bocce league play, as well as expand bocce programming including classes and clinics, rentals, and drop-in play for the community at a reduced cost to the City. Staff recommends that the City also contract with Lifetime for the maintenance of the bocce courts.

### **RECOMMENDATION**

Approve the Fifth Amendment (Attachment 1) to the agreement with Lifetime Activities providing payment in the amount of \$8,100 to Lifetime Activities for maintenance of Pleasanton bocce ball courts from August 17, 2021 through March 31, 2022.

### **FINANCIAL STATEMENT**

Funding for the \$8,100 payment is budgeted in account 00150303-430107 which contains \$90,000 for Fiscal Year 2021-22.

## BACKGROUND

The City has contracted with Lifetime to operate and maintain the tennis facilities at the Tennis and Community Park since 2005. Lifetime has acted as the City's agent in all matters related to tennis operations including maintenance of the tennis complex, public restrooms, and courts; activity registration, court reservations, processing payments and handling all customer service matters; as well as tennis instruction, league coordination, and specialty classes and camps.

In March 2021, the City contracted with Lifetime to take over bocce programs on a one-year pilot basis for a fee of \$19,320 (Attachment 2).


## DISCUSSION

Lifetime has been an excellent partner in bocce programming. During this pilot period, it has become apparent that having the program staff also maintain the courts would improve the quality of the game for the payers.

Lifetime personnel assign to maintaining the bocce ball courts will be trained by the City's Parks staff. Court maintenance will be performed more regularly and closer to the time of scheduled games to maximize court conditions for play.

Staff recommends City Council approve the Fifth Amendment to the agreement with Lifetime to provide Pleasanton bocce ball court maintenance from August 17, 2021 through March 31, 2022 on a pilot basis. Both programming and maintenance will be reassessed at the end of the pilot period and a new recommendation brought forward for City Council consideration.

Submitted by:

  
Heidi Murphy  
Director of Library & Recreation

Fiscal Review:

  
Tina Olson  
Director of Finance

Approved by:

  
Nelson Fialho  
City Manager

Attachments:

1. Fifth Amendment to Operator Agreement
2. Fourth Amendment to Operator Agreement

## FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement ("Fifth Amendment") is entered into this 17th day of August 2021 by the City of Pleasanton ("City") and Lifetime Activities ("Lifetime")

**Whereas**, on January 1, 2011 the City and Lifetime entered into an Operator Agreement for Tennis Services, and extended via an Extension of Operator Agreement from December 30, 2016 to December 31, 2023 (collectively the "Agreement"); and

**Whereas**, on March 17, 2021 the parties amended to the Agreement to include a one-year, subsidized bocce program offered by Lifetime, at the City's two (2) bocce courts located within Centennial Park, 5353 Sunol Boulevard, Pleasanton; and

**Whereas**, the parties desire to amend the Agreement to include the maintenance of the City's two (2) bocce courts located within Centennial Park, 5353 Sunol Boulevard;

NOW THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lifetime will provide five (5) weekly 75- minute maintenance/prep periods to include all Proposed Maintenance Steps/Needs as outlined in Exhibit A between August 17, 2021 and March 31, 2022 with the City providing a subsidy in the amount of \$8,100 as outlined in Exhibit A.
2. This amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Fifth Amendment to the Agreement as of the date and year first above written.

**CITY OF PLEASANTON**

**CONTRACTOR**

\_\_\_\_\_  
Nelson Fialho, City Manager

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

ATTEST:

\_\_\_\_\_  
Karen Diaz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

Title: \_\_\_\_\_

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

Rev. 8/20



**COURT MAINTENANCE PROPOSAL:  
PLEASANTON BOCCE COURTS  
August 2021-March 2022**

**CURRENT SERVICE AGREEMENT**

The current agreement highlights site preparation and monitoring. Two *Lifetime Activities* monitors arrive 30 minutes prior to organized programming in order to prep courts. There are three morning drop-in play times and two seasonal evening league play times. Any maintenance work needed beyond the scope of our monitors is currently the responsibility of the City of Pleasanton.

- Current Drop-In Times: Mondays, Wednesday, Fridays (9am-12pm) – monitors arrive at 8:30am
- Current League Times: Tuesdays and Wednesday (6pm-10pm) – monitors arrive at 5:30pm

Currently, *Lifetime Activities* bocce monitors are responsible for leaf/debris removal and surface leveling using a large/wide broom as well as monitoring participation/play through their conclusion.

*Under the current service agreement, the City of Pleasanton is remitting \$19,320 to Lifetime Activities for services rendered from April 2021 to December 2021.*

**PROPOSED COURT MAINTENANCE AGREEMENT**

Long-time bocce participants, league captains, and former public bocce maintenance contributors posit that *Lifetime Activities* monitors, with both availability and access to the appropriate tools, can appropriately maintain and prep bocce courts (for drop-ins and leagues) within a 75-minute total timeframe. The playing public believes that these five weekly 75-minute maintenance/prep periods (positioned in timed proximity) to programming are sufficient to provide for satisfactory court conditions.

**PROPOSED MAINTENANCE STEPS/NEEDS**

Recommended maintenance steps based on dialogues with long-time bocce participants, league captains, and former public court maintenance contributors:

- Remove fallen leaves with basic brooms
- Use modified rake to rake sideboards to free debris trapped underneath
- Drag court surface with a 'dragboard' to level playing surface.
- Water down the surface
- Roll with heavy roller

Tools needed to be accessed, purchased, and/or built to perform prerequisite court maintenance

- Modified Rake (cost: \$15-25 from basic hardware store)
- 'Dragboard' (cost: \$200 in materials/time to build)
  - 2"x 6" wooden board; wide as the court, wrapped in carpet, with a pull-rope attached at both ends.
- Heavy Roller (resides in shed; current agreement does not allow use)

**PROPOSED MAINTENANCE COSTS**

A transfer of maintenance will require *Lifetime Activities* to absorb an additional 7.5 hours (2 monitors x 3.75 hours each) of weekly maintenance staffing costs beyond the present 5 hours (2 monitors x 2.5 hours each) of weekly prep time during seasonal play. Staffing costs are estimated at \$30 per hour, meaning an additional \$225 per week in staffing costs for maintenance.

A one-time, (approximately) \$225 outlay is required to purchase/build two necessary tools.

***Under the proposed court maintenance agreement, the City of Pleasanton will remit an additional \$8,100 to Lifetime Activities for services rendered from August 2021 to March 2022.***

*[22 weeks (Aug.-Dec.2021) + 13 weeks (Jan.-Mar.2022) x 7.5 hours/week x \$30/hour maintenance cost = \$7,875; +\$225 in tool costs]*

## FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement ("Fourth Amendment") is entered into this 16th day of March 2021 by the City of Pleasanton ("City") and Lifetime Activities ("Lifetime")

**Whereas**, on January 1, 2011 the City and Lifetime entered into an Operator Agreement for Tennis Services, and extended via an Extension of Operator Agreement from December 30, 2016 to December 31, 2023 (collectively the "Agreement"); and

**Whereas**, the parties desire to amend to the Agreement to include a one-year, subsidized bocce program offered by Lifetime, at the City's two (2) bocce courts located within Centennial Park, 5353 Sunol Boulevard, Pleasanton;

NOW THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lifetime will have access to the two (2) bocce courts located within Centennial Community Park, access to the adjacent storage shed for bocce supplies and maintenance equipment, and access to the Pleasanton Senior Center restrooms for its personnel and bocce patrons.
2. Lifetime will offer three (3) 10-week bocce league seasons, two (2) times per week between April 6, 2021 and March 31, 2022 with the City providing a subsidy in the amount of \$19,320 as outlined in Attachment 1.
3. Included in the subsidy will be drop-in play two (2) days per week, staffed by Lifetime personnel.
4. Lifetime will offer weekly classes, single-date clinics, and community rentals for a fee to the community that will not be subsidized by the City.
5. This amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Fourth Amendment to the Agreement as of the date and year first above written.

**CITY OF PLEASANTON**

**CONTRACTOR**

\_\_\_\_\_  
Nelson Fialho, City Manager

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Karen Diaz, City Clerk

*[If Consultant is a corporation, signatures must comply  
with California Corporations Code §313]*

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Title: \_\_\_\_\_

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