

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Execute Contract Amendment #9543.02 with Skyhawks Sports Academy LLC in the Amount of \$374,997 for 2022-2024
DEPARTMENT: Recreation, Cultural and Community Services
PRESENTED BY: Mary Reidy, Recreation and Cultural Services Superintendent
ACTION: _____ Ordinance _____ Resolution X Motion
 _____ Discussion _____ Public Hearing

PROBLEM/ISSUE STATEMENT:

To most effectively and efficiently meet the expanding demand for youth camps and sports programs, the City contracts with area service providers to provide recreation programming. The City contracts with a variety of program providers allowing residents access to camps and activities beyond the capacity of City-staffed programs.

The City’s Recreation, Cultural, and Community Services (RCCS) Department has been contracting with Skyhawks Sport Academy LLC for many years to offer youth sports programs and camps to the community. In 2020, the City offered 28 Skyhawks programs and camps with 350 registrants. In 2021, there were 63 Skyhawks programs and camps with 497 registrants. The demand for outdoor summer sports programs continues to increase annually.

The City of Shoreline does not have the staffing resources to offer a full slate of youth sports programming and therefore contracts with Skyhawks Sports Academy, which brings their own staff, equipment, and activities to City sites to run sports programs and camps. The program offerings provided by Skyhawks are for all ages and are accessibly priced when compared to other more select sports programs for older youth.

The original Skyhawks service contract (contract #9543) executed in 2020 was for \$50,000, with a potential renewal for up to four additional years. Contract amendment #9543.01 added an additional \$24,999 to that amount in 2021, for an annual contract of \$74,999 for that year.

This contract retains the potential for renewal for three more years of renewal. Requested amendment #9543.02 is for the additional amount of \$50,000 per year. When combined with the current contract amount \$74,999 per year, it increases the annual do not to exceed amount to \$124,999 per year for each remaining of the remaining three years, with a new contract total for the remaining three years (2022-2024) of \$374,997.

RESOURCE/FINANCIAL IMPACT:

This is a revenue-backed contract with a 70%/30% split with the contractor, where they keep 70% of program revenue and the City retains 30%. City of Shoreline's net revenue from this contract in 2021 was \$18,050.

RECOMMENDATION

Staff recommends that the City Council approve Recreation Services Contract Amendment #9543.02 with Skyhawks Sports Academy LLC for a total contract do not exceed amount of \$374,997 for 2022-2024.

ATTACHMENTS

Attachment A: Recreation Services Contract #9543 Scope of Work- Skyhawks Sports Academy LLC

Approved By: City Manager **DT** City Attorney **MK**

Exhibit A
Parks, Recreation and Cultural Services Department
Scope of Work and Compensation

SERVICES TO BE PROVIDED:

Services provided include instruction for youth in various sports during classes, clinics, camps, and workshops.

Services will be provided at the following location(s) throughout the year. If the City determines a location is not available, then the City and the Consultant shall agree upon another interim location: Spartan Recreation Center, Richmond Highlands Recreation Center, Shoreline Park, Twin Ponds

PROGRAM AND INSTRUCTOR REQUIREMENTS:

- 1) Hours of instruction per program session/class:
Range from 30 minutes to 8 hours depending on program specifics and confirmed quarterly with City staff.
- 2) Program Class Size:
 - a) Minimum enrollment for class to be held: 8
 - b) Maximum enrollment is location dependent and will be confirmed quarterly with City staff.
- 3) Materials and Supplies:
All materials and supplies are provided by instructor for all participants at instructor cost. Instructor may charge a supply fee to each student and the instructor is responsible for collecting this fee from each student. The City shall clearly list the supply fees in the program description on the City's website and the Recreational Guide. All surplus supplies are the property of the instructor.
- 4) The instructor is responsible for leaving the program space clean and in proper order as per the Instructor Handbook.
- 5) Instructor Handbook:
Instructor shall adhere to all parameters and expectations as outlined in the City of Shoreline Parks, Recreation and Cultural Service Instructor Handbook (October 2018). The Handbook is incorporated into this contract by reference and made a part hereof.
- 6) Attendance Records:
 - a) Instructor will assure that all participants are properly registered through the City's on-line registration system prior to participation in a program class.
 - b) Instructor will maintain and make available upon request attendance records for each program class session.

CITY RESPONSIBILITIES:

- 1) Provide instructor with an appropriate facility/location to provide instruction in various sports by offering classes, clinics, camps, and workshops to youth.
- 2) List class/program in the seasonal Recreation Guide and on the City's website.
- 3) Complete registration for participants.
- 4) Provide Instructor with a class roster prior to the first class/program session.
- 5) As per the Instructor Handbook:
 - a) Communicate with instructor regarding all cancellations as per the Instructor Handbook.
 - b) Communicate with registered participants as requested by instructor.
 - c) Evaluate instructor's performance annually to ensure compliance with the terms and conditions of this Agreement and as provided in the annual instructor evaluation tool.
 - d) Evaluate the program annually as provided in the annual program evaluation tool.

PAYMENT FOR SERVICES:

City shall pay instructor as follows, but at no time shall the total amount paid exceed \$50,000.00 per calendar year:

- The sum of 70% of the fees collected based on the resident rate as established in the Shoreline Recreation Guide for the applicable class session time period. The City will retain 30% of the fees plus the difference between the established resident and non-resident fees. A copy of registration and attendance records will be submitted with the invoice to substantiate payment.

The Consultant will be responsible for the collection of a portion of the registration fees for the services provided under this Agreement for Recreation Services.

The Consultant shall complete and return a W-9 to the City prior to contract execution by the City.

Consultant shall retain seventy percent (70%) or the total registration fees collected as compensation for registrations taken through the consultants registration software. The Consultant shall remit the remaining balance of thirty percent (30%) to the City. However, in no case shall Consultant retain more than the maximum amount noted in this Agreement.

Remittance to the City shall be due no later than ninety (90) days from the last day of each individual class/program session performed under this Agreement.

The Consultant shall include with the remittance a detailed report providing the following information:

- Name of Course/Program;
- Dates of Course/Program;

- Number of Registrants; and
- Total Fees Collected.

The remittance and report shall be mailed to: Accounts Payable, 17500 Midvale Avenue N., Shoreline, WA, 98133-4905, or emailed to: accountspayable@shorelinewa.gov.