

**AMENDMENT NO. 2 TO CONTRACT NO. C19173035
BETWEEN THE CITY OF PALO ALTO AND
TEAM SHEEPER INC.**

This Amendment No. 2 (this “Amendment”) to Contract No. C19173035 (the “Contract” as defined below) is entered into as of October 21, 2024, 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 (“CONTRACTOR”). CITY and CONTRACTOR are referred to collectively as the “Parties” in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of providing aquatic services for the City of Palo Alto offered at Rinconada Pool, as detailed therein.

B. The Parties now wish to amend the Contract in order to (1) exercise renewal option of five years by extending the contract term end date from December 31, 2024 to December 31, 2029; (2) update scope of work; (3) update schedule of performance; (4) update payment plan; and (5) update pricing, as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term “Contract” shall mean Contract No. C19173035 between CONSULTANT and CITY, dated November 26, 2018 as amended by:

Amendment No.1, dated March 6, 2023

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 3 entitled “TERM” of the Contract is hereby amended to read as follows:

The term of this Agreement is from January 1, 2019 to December 31, 2029 inclusive, subject to the provisions of Sections Q and V of the General Terms and Conditions.

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "PAYMENT PLAN, AMENDMENT NO.2", AMENDED, REPLACES PREVIOUS.
- D. Exhibit "C-1" entitled "INITIAL PRICING, AMENDMENT NO.2", AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

TEAM SHEEPER INC.

Officer 1

By:

DocuSigned by:
Tim Sheeper
09FDB12D95194EC...

Name: Tim Sheeper

Title: CEO

Officer 2

By:

DocuSigned by:
Carole Hayworth
E705461D26A64A4...

Name: Carole Hayworth

Title: CFO

Attachments:

Exhibit "A" entitled "SCOPE OF SERVICES, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2", AMENDED, REPLACES PREVIOUS.

Exhibit "C" entitled "PAYMENT PLAN, AMENDMENT NO.2", AMENDED, REPLACES PREVIOUS.

Exhibit "C-1" entitled "INITIAL PRICING, AMENDMENT NO.2", AMENDED, REPLACES PREVIOUS.

EXHIBIT A
SCOPE OF SERVICES, AMENDMENT NO. 2
AMENDED REPLACES PREVIOUS

CONTRACTOR agrees to provide aquatics services for the City of Palo Alto offered at Rinconada Pool, 777 Embarcadero Road, Palo Alto, CA 94301 and other pools in Palo Alto.

I. General Standards For CONTRACTOR

a. Provide Quality Services

- i. Conduct the programs in a safe manner
- ii. Not allow participants to be in the pool without at least two Certified Lifeguards present on the pool deck and providing supervision. Contractor shall provide these lifeguards for all programs it offers under this Agreement.
- iii. Swim Instructors and Certified Lifeguards are:
 1. Knowledgeable and experienced in the subject and age group being taught based on the specific training program for lifeguards and swim instructors
 2. Reliable and punctual
 3. Start and end lessons on time
 4. Organized and prepared to teach at the start of each lesson
- iv. Program Evaluations
 1. At least annually, evaluations will be distributed to participants from all pool programs. CONTRACTOR will communicate with participants the importance of completing the evaluation. CONTRACTOR will provide responses to CITY staff.

v. Process all registrations for aquatics programming

b. Provide Excellent Customer Service

- i. Build rapport with customers by greeting all participants and parents and create a welcoming and professional atmosphere
- ii. Address customer and City staff questions and concerns within 24 hours and provide follow-up if needed
- iii. Maintain a high quality website with up-to-date accurate information

c. Maintain Quality Instructors and Employees

- i. Conduct comprehensive backgrounding reviews for all employees
- ii. Appear at the pool wearing appropriate attire that is clean, presentable and clearly identified as Palo Alto Aquatics staff
- iii. 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
- iv. Provide consistency with quality standards for all instructors and employees

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d. Manage Administrative Tasks

- i. CONTRACTOR shall provide its own cash registers, computers, and other equipment necessary to process and record payments, registrations, schedules, and other administrative functions.
- ii. Maintain Proactive and Consistent Communication with CITY staff
- iii. Communicate problems and issues immediately with the City of Palo Alto Project Manager via phone, email or in person.
- iv. Inform City staff of participant injuries and complete necessary accident reports within 24 hours. Accident forms should be available on site.
- v. Respond in a timely manner to emails and phone calls within 24 hours.
- vi. Establish and maintain working relationships with City staff and customers
- vii. Monitor condition of facility and all equipment in and around the facility. CONTRACTOR shall proactively report maintenance issues/concerns to Project Manager at least weekly and shall assist with projects requiring coordination between CONTRACTOR and city staff.
- viii. Maintain an up-to-date comprehensive Aquatics Manual with Policies and Procedures at pool site at all times. The manual shall include, but not be limited to the following information:
 1. safe work habits
 2. safe use of chemicals
 3. how to use MSDS sheets
 4. safe use of equipment
 5. proper use of cautions signs, barriers, or other devices
 6. proper handling of hazardous materials, biological waste, and blood-borne pathogens
- ix. Responsible for including policies and procedures with regard to detailed safety plan, swim lessons and pool deck entry that Project Manager agrees to (i.e. waiting lists, cancellation, refund, satisfaction, etc.)
- x. Instructors are responsible for verifying that only registered participants are permitted to participate in programs.
- xi. Ensure only swim staff use the pool office.
- xii. Utilize best practices and relevant legal requirements to create and enforce pool rules, which shall be kept on site, reviewed and updated annually, and observed by all staff.
- xiii. CONTRACTOR shall be first responder to all biological contaminants in the pool including vomit and urine. This entails removing solid material from the pool and pouring chemicals in per Council codes. City staff will make adjustments to chemicals through the automated chemical monitoring system. City staff shall take over care of water chemistry after initial treatment to ensure safety of water per state and county guidelines.
- xiv. Provide an annual report no later than 45 days after the end of each year during the Contract Term to staff which will be presented to the CITY'S Parks & Recreation Commission for review and comment by the

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Commission. The annual report should include the following items:

1. Total program hours by program area
 2. Participation statistics by program area including resident and non-resident percentages
 3. Customer satisfaction survey results
 4. User group feedback by program area or rental
 5. Gross revenues and revenue shares between CONTRACTOR and the CITY
 6. Risk management documentation
 7. Training certifications listed by staff members
- e. CONTRACTOR shall provide the following maintenance services
- i. Keep facility neat throughout the day 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
 1. Contractor shall ensure that items/equipment necessary to maintain near the pool shall be kept in ways that maximize their expected life and minimize clutter on the pool deck
 2. CONTRACTOR shall close the pool for one week each December for City staff to performance facility maintenance. City staff and the CONTRACTOR shall come to mutual agreement on the schedule at least 30 days in advance.
 - ii. Maintain cleanliness of pools, locker rooms, lobby and office space during facility operational hours, including:
 1. Light sweeping of pool deck and indoor spaces
 2. Spot mopping and cleaning locker rooms
 3. Take out trash at end of day and during sessions as needed
 4. Pick up trash from pool deck
 5. Light cleaning of lobby and other indoor space
- f. CONTRACTOR shall utilize all offices, storage spaces, locker rooms and other indoor spaces within the Rinconada Pool complex in their optimal capacity. For example, items that are rarely used, shall not be stored in spaces that could house campers for indoor activities or snack bar areas.
- g. CONTRACTOR shall maintain inventory of badges, keys and other small equipment issued by the City and shall alert the City within 24 hours of missing items.
- II. Specific Programs to be Staffed and Run by CONTRACTOR
- a. CONTRACTOR shall provide discounted pricing for all programs to Palo Alto residents programs as agreed to in Exhibit C-1 "Initial Pricing." "City of Palo Alto residents" as used in this Contract are only those people who can prove residence in the City of Palo Alto by showing a valid state-issued identification with an address in the City; or a utility bill from the City of Palo Alto; or in the case of students, a current identification card from a Palo Alto Unified School District school. CONTRACTOR shall be responsible for verifying residency.
 - i. CONTRACTOR shall ensure that low income Palo Alto residents are

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- referred to the 501(c) Beyond Barriers to help provide them with financial aid discounted pricing for youth swim lessons to low income Palo Alto residents.
- ii. CONTRACTOR shall offer senior discounted pricing for Palo Alto resident adults age 60 or older for open swim, lap swim, and masters swim.
- b. CONTRACTOR shall staff and run swim lessons and swim camps for various ages (including children) and skill levels. CONTRACTOR shall adhere to the following standards:
 - i. CONTRACTOR shall offer a minimum of at least the following: swim lessons 6 days per week during summer and shall aim to offer at least 10,000 30 minute lessons per year.
 - ii. CONTRACTOR shall offer a minimum of 8 weeks of swim camps per year that can enroll a minimum of 30 children per week.
 - iii. At the end of each lesson and camp session the CONTRACTOR will monitor and ensure participants are picked up by an authorized adult.
- c. CONTRACTOR shall staff and run Open/Recreational and Lap Swim programs.
 - i. CONTRACTOR shall provide a minimum of 500 open swim lane hours during the summer season and 100 open swim lane hours during non-summer seasons (Spring and Fall).
 - ii. CONTRACTOR shall provide a minimum of 500 lane hours/week for lap swim lane hours during the summer season and 400 lane hours/week lap swim lane hours during non-summer seasons.
- d. Accept fees for service from pool users using the CONTRACTOR's point-of-sale system.
- e. CONTRACTOR shall staff and run or subcontract for an adult masters swim team and a youth swim team.
 - i. CONTRACTOR shall aim to maintain a minimum of 75 monthly master swim team members and a minimum of 200 monthly youth swim team members.
 - ii. CONTRACTOR to provide a minimum of 200 lane hours / week for the youth swim team.
 - iii. CONTRACTOR to provide a minimum of 49 lane hours / week for the adult masters swim team
- f. CONTRACTOR shall offer pool parties and additional aquatics programming such as aqua- aerobics, diving classes/teams, water polo, personal training in the water, special events, and/or fitness activities using both water and park features (boot camps, etc.)
- g. CONTRACTOR shall provide access to open swim at least 200 hours per summer for CITY-affiliated summer camps in exchange for CONTRACTOR-run summer camps' use of Rinconada Park and other City cultural facilities.
- h. CONTRACTOR is authorized to sell a limited amount of convenience food and other merchandise to customers at the pool should CONTRACTOR so desire.
- i. CONTRACTOR and CITY shall mutually set pool schedule and prices for aquatics

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programming. The initial pricing structure can be found in Exhibit C - Compensation and pool schedule can be found in Exhibit B.

III. City's Responsibilities

- a. CITY shall provide clean and safe facility.
 - i. CITY staff will maintain chemical room, provide daily aquatics inspections/maintenance and oversee facility management
 - ii. CITY is responsible for the costs of maintaining the pool and facilities, including heating and utility costs, maintenance and repair, (other than those general items listed in CONTRACTOR's responsibilities), pool chemical costs, and labor costs associated with these items. Additionally, CITY shall provide some general supplies, such as locker room soap and toilet paper sufficient for average daily use.
 - iii. CITY shall make repairs to facility when needed and shall maintain chemicals for all pools.
 - iv. City shall maintain the primary responsibility over pool vacuuming and cleaning debris from trees on pool deck, including landscaping of trees, grass and brush.
 - v. CITY shall provide badges, keys and other small equipment.
 - vi. CITY shall provide access to a phone line and internet access at Rinconada Pool
 - vii. CITY shall provide quarterly walk through safety inspections and trainings
- b. CITY shall develop and maintain proactive and consistent communication and rapport with CONTRACTOR
 - i. Respond in a timely manner to emails and phone calls
 - ii. Communicate and resolve issues and concerns immediately
 - iii. CITY shall provide excellent customer service to CONTRACTOR staff and customers

PROGRAM DESCRIPTIONS

The following program descriptions may be implemented according to the terms of this Scope of Work and may be changed by CONTRACTOR after consultation with CITY.

Swim Lessons

Levels

Water Babies 1 (6-18 mos) This class will introduce your child to the water and aims to help your child gain comfort while swimming with a caretaker. The class will sing songs and play games while teaching back floats, kicks, submerging underwater, and how to safely swim to the wall and climb out. The max student-to-teacher ratio is 6:1, with a minimum age of 6 months and a maximum age of 18 months. Your child must be 6 months old by your first lesson to attend. Duration: 30 minutes. Goal: Water comfort and swimming with a caretaker. Class ratio: 6:1. 1 caretaker per child

Water Babies 2 (1.5-3 yrs old) This class will introduce your child to the water and aims to help your child gain comfort while swimming with a caretaker. As students get closer to 3 years old, we will begin to prepare them for Level 1. The class will teach students to blow bubbles, back float, equipment-assisted and no assisted tummy kicks, back kicks, submerging underwater, and how to safely swim to the wall and climb out. The max student-to-teacher ratio is 6:1, with a minimum age of 1.5 years and a maximum of 3 years old. Your child must be 1.5 years old by your first lesson or turning 1.5 years old within your session to attend. Duration: 30 minutes. Goal: Water comfort, swimming with a caretaker and preparing for youth swim lessons! Class Ratio: 6:1. 1 caretaker per child

Level 1-Little Kids (Beginners 3-4.11 yrs old) No experience needed! This beginner class focuses on your child's water confidence while developing their comfort and basic water safety skills without a parent in the water. This class will teach fundamental swim skills such as submerging underwater, front and back floats, and kicking on their front and back side for a short distance. We will also teach students how to recover after jumping/falling into the water. Your child must be turning 3 years old within your session to attend. Age Requirement: 3 yo – 4.11 yo. Duration: 30 minutes. Goal: Water comfort and swimming with an instructor. Class Ratio: 3:1

Level 1-Big Kids (Beginners 5+ yrs old) No experience needed! This beginner class focuses on your child's water confidence while developing their comfort and basic water safety skills without a parent in the water. This class continues teaching fundamental swim skills learned from Level 1: Little Kids such as submerging underwater and floating. We will work on independent swimming at a longer distance, breathing techniques, and water safety skills such as knowing what to do if we fall in the pool! Entry Requirement: 5+ years old OR completion of Level 1: Little Kids. Duration: 30 minutes. Goal: Independently swim 20ft with streamline kicks, back kicks and roll-over breaths. Class Ratio: 3:1

Level 2- This intermediate class is taught in the deep end of our pool (6.5 ft). Swimmers must pass Level 1: Big Kids or must be able to swim in the deep end on their front, back, and roll-over

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to breathe for 12.5 yards unassisted. Swimmers will be introduced to Freestyle, Backstroke, and treading water for 15 seconds while continuing to develop their comfort and water safety skills. Entry Requirement: Can independently swim 20 ft with streamline kicks, back kicks, and roll-over breaths, and is comfortable swimming in 6.5 ft deep water. Duration: 30 minutes. Goal: Independent freestyle with roll-over breaths and Backstroke for 12.5 yds. Class Ratio: 3:1

Level 3- This class uses Freestyle and Backstroke learned in Level 2 to swim 25 yards independently. Swimmers must pass Level 2 or be able to swim Freestyle and Backstroke for half the pool length (12.5 yards) independently. As class progresses, we will build endurance to swim 25 yards. Students will additionally be introduced to Breaststroke kicks and treading water for 30 seconds. Entry Requirement: Can independently swim Freestyle with roll-over breaths and Backstroke for 12.5 yards. Duration: 30 minutes. Goal: Freestyle with side-breathing, Backstroke, and Breaststroke kicks for 25 yards. Class Ratio: 4:1

Level 4- Swimmers will review Freestyle, Backstroke, and the introductory Breaststroke kick, and continue overall efficiency within the strokes for 25 yards. They will learn Breaststroke with proper breathing technique, dolphin kicks for Butterfly, somersaults to prepare for flip-turns, and treading water for 1 minute. Through hands-on instruction, swimmers develop proper body position, breathing, and rhythm. This is the final level in swim school and swimmers who pass this level will be eligible for the Bridge Youth Team: Beginner Group. Entry Requirement: Freestyle with side-breathing, Backstroke, and Breaststroke kicks for 25 yards. Duration: 30 minutes. Goal: Freestyle, Backstroke, Breaststroke, and Butterfly for 50 yards. Class Ratio: 4:1

Swim Camp

Whether just learning to swim or developing strokes, your child receives a daily, 45-minute, level-appropriate lesson from a trained Swim School instructor (ratio 4:1). A child's swim level is assessed on the first day of camp, and campers with similar abilities are grouped together. More advanced swimmers also get a workout-style swim session in a 25-yard format to practice what they have learned. Daily hands-on lessons in small focused groups invariably lead to rapid advancement in a child's swim skills.

In addition to swim instruction, campers have daily swim-related workouts, free swim time for land and camp games, crafts, and lunch. Your child should come home healthy-tired but able to have loads of fun the entire week!

Sample Daily Activities

8:45 Camper check-in

9:00 Camp games, settle in for Director Address

9:30 Group A: Swim lesson, Group B: Land games for swim strength and conditioning followed

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by a healthy snack

10:15 Group A: Healthy snack followed by land games for swim strength and conditioning.

Group B: Swim lesson plus, for more advanced swimmers, a swim work-out

11:00 Transition out of pool (sunscreen!)

11:15 Lunch from home enjoyed on the benches or picnic-style on the grass

11:45 Camper choice: land games, crafts, relax with friends

12:45 Transition to free swim

1:00 Free swim

1:50 Get ready for pick-up or transfer to extended care

Is This Camp for You?

For ages 5 to 12 years (on the first day of camp)

For campers who HAVE COMPLETED kindergarten

Camp is for kids who are comfortable in the water, enjoy social group situations, and respond well to instruction

Ideal before any family vacation that includes water activities!

Pre-K Camp

Palo Alto Swim and Sport offers Pre-K Aquatics camp for kids age 4.5-6!

For our little ones, Camp Palo Alto provides fun, instruction, and encouragement in a safe, friendly environment. Each camper receives a daily 45-minute swim lesson from a Palo Alto

Swim School instructor, plus has time for land games, crafts and a light lunch. They'll enjoy community and team fun while developing a love of water and swim skills. Your child should come home healthy-tired but not destroyed for the rest of the day!

When you check out each day, stick around to enjoy Open Swim with your child. Spending time in the pool together reinforces what they've learned and improves their feel for the water. Open Swim starts at noon!

Sample Daily Schedule

8:45 Check-in

9:00 Welcome and games

9:45 Crafts and snack

10:45 Fun stretching

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11:00 Swim lesson

11:45 Dry off, get ready for lunch

12:00 Lunch time with friends and counselors

12:30 Story time

1:00 Free swim in Baby Pool or play games

1:50 Pick up or transfer to extended care

For ages 4.5 to 6 years (on the first day of camp)

For campers who have NOT COMPLETED kindergarten, or who need extra assistance

Campers are toilet trained and can manage the toilet independently 4:1 child-to-adult ratio both during swim lessons and with counselors on land Ideal before any family vacation that includes water activities!

Morning Extended Camp

We are pleased to offer early Extended Camp from 8:00 to 8:45 a.m., so you can drop off your kids and be on your way! You can be sure that check-in will be fast and your child will receive great care for a happy start to the day!

Afternoon Extended Camp

Extended camp is just the ticket for your child to rest and re-energize, play social games, read, advance some new skills or listen to music! Tried and true, our counselors provide a safe and lively afternoon of new and varied activities, full of opportunities for the campers to mix and mingle or have some quiet time; build and create; or have fun with more sports! The kids won't miss a beat, as they seamlessly transition to the afternoon segment of their day of excitement.

Pool Parties

Have a birthday party or special event at the pool! Reserve two hours of fun for your family and friends! Party includes: Swim admission for 12 kids and 4 adult chaperones (over age 18), 2 large picnic tables reserved for your group

Masters Swim

We welcome swimmers of all abilities, age 18 and up, who are interested in regular structured workouts. Previous experience in competitive swimming is not necessary. Masters swimmers include beginners, triathletes, former collegiate athletes, nationally ranked competitors and everything in between — all ages, shapes, and sizes. Every workout is different and you'll learn something each and every time. Along with ongoing conditioning at workouts, the team provides stroke instruction, intra-club activities, competitions, and social events throughout the year. We focus on developing swimming skills, enhancing the enjoyment of swimming through regular

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workouts and professional instruction, and the promotion of lifetime fitness through swimming.

Youth Swim Team

Year round competitive swim team offering high quality professional coaching and technique instruction for all ages and abilities. The goal is to provide every member an opportunity to improve swimming skills and achieve success at his or her level of ability, from novice to international competitor. We are constantly growing and training young swimmers to maintain a well-rounded competitive swim team.

Lap Swim

Lanes are dedicated to lap swimming in the deep pool at Rinconada seven days per week year round. Two lifeguards are on duty at all times. We observe circle swimming when there are more than two swimmers per lane. The number of lanes for Lap Swimming varies according to scheduled activities in each pool, but during the times below, you will find designated lap lanes.

Look for the yellow cones on deck. If you are registered to pay for laps monthly, you can come to Recreation Swim any time. Choose to swim laps or play with your kids—your time in the pool is already paid for. Even drop-in fees are good all day for both Laps and Open/Recreation Swim.

Open/Recreation Swim

Lifeguards are on duty at all times during open swim. No registration required, just drop in (or use a pass) to play in the round pool and deep pool; many open swim sessions include use of the diving boards. Children 5 years and younger must have a parent/guardian (16+) in the pool, within arm's reach at all times. Children 6 – 12 years must have a parent/guardian (16+) on the pool deck supervising them, unless they are attending a registered class or program.

EXHIBIT B
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 2
AMENDED REPLACES PREVIOUS

Program	Aquatics Seasons Offered
Swim lessons	Spring, Summer, Fall and optional Winter
Swim camps	Summer
Lap swim	Spring, Summer, Fall, and Winter (all seasons)
Open/Recreational swim	Spring, Summer, Fall and optional Winter
Masters Swim	Spring, Summer, Fall, and Winter (all seasons)
Youth Swim Team	Spring, Summer, Fall, and Winter (all seasons)

PROPOSED SCHEDULE

Palo Alto Swim & Sport

Rinconada Pool Schedule: School Year



Lap Pool

	MONDAY			TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
6 - 7 AM	Masters	Laps	Masters	Laps	Masters	Laps	Masters	Laps	Masters	Laps	Laps	Laps	Laps		
	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(14)	(14)			
7 - 8 AM	Masters	Laps	Masters	Laps	Masters	Laps	Masters	Laps	Masters	Laps	Laps	Laps	Laps		
	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(14)	(14)			
8 - 8:30 AM	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Masters (10)	Laps (4)	
8:30 - 9 AM	Le (11)	Laps (13)	Le (11)	Laps (13)	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Masters (10)	Laps (4)	
9 - 9:30 AM	Le (11)	Laps (13)	Le (11)	Laps (13)	Laps (14)		Laps (14)		Laps (14)		PASA (14)		Masters (10)	Laps (4)	
9:30 - 10 AM	Le (11)	Laps (13)	Le (11)	Laps (13)	Laps (14)		Laps (14)		Laps (14)		PASA (14)		Laps (14)		
10 - 10:30 AM	Le (11)	Laps (13)	Le (11)	Laps (13)	Laps (14)		Laps (14)		Laps (14)		PASA (14)		Laps (14)		
10:30 - 11 AM	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		PASA (14)		Laps (14)		
11 AM - 12 PM	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		PASA (14)		Laps (14)		
	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		PASA (14)		Laps (14)		
12 - 12:30 PM	Laps (14)		Masters (7)	Laps (7)	Laps (14)		Masters (7)	Laps (7)	Laps (14)		PASA (14)		Laps (14)		
12:30 - 1 PM	Laps (14)		Masters (7)	Laps (7)	Laps (14)		Masters (7)	Laps (7)	Laps (14)		Laps (14)		Laps (14)		
1 - 2 PM	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		
	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		
2 - 3 PM	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		
	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		
3 - 4 PM	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		
	Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		Laps (14)		
4 - 5 PM	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
5 - 6 PM	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
6 - 7 PM	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
7 - 8 PM	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		
	PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		PASA (14)		

This schedule may be modified by CONTRACTOR after consultation with CITY.

Vers.: Aug. 5, 2019

EXHIBIT C
PAYMENT PLAN, AMENDMENT NO. 2
AMENDED REPLACES PREVIOUS

Revenue Sharing

CONTRACTOR will collect revenue from customers for all programs they provide under this agreement and any Rinconada Pool subcontracts they hold subject to the prices listed in this agreement.

For the purposes of the revenue share, CONTRACTOR shall maintain an annual profit and loss statement ("Statement") during the Term and any Extended Term of this Agreement. CONTRACTOR will pay gross revenues of as much as 12% of all revenues collected from all programs provided on behalf of the City of Palo Alto with the CITY based upon the following table:

Annual Total Revenue Dollars	Percent of all gross revenue from all programs under this contract owed to City
up to \$1.75 million	1%
\$1,750,001 to \$2,250,000	2%
\$2,250,001 to \$2,750,000	3%
\$2,750,001 to \$3,250,000	4%
\$3,250,001 to \$3,750,000	5%
\$3,750,001 to \$4,250,000	6%
For each additional \$500,000 in revenue, the gross revenue percentage will grow 1% point up to a maximum of 12%	

Revenue share payments for each calendar year shall be paid to the CITY no later than January 31 of the following year.

Additional Services

The CONTRACTOR shall provide additional services only by advanced, written authorization

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from the CITY. The CONTRACTOR, 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 CONTRACTOR'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 CONTRACTOR prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

No 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. CONTRACTOR shall not be reimbursed for any expenses.

EXHIBIT C-1
INITIAL PRICING, AMENDMENT NO. 2
AMENDED REPLACES PREVIOUS

Resident Rates					
Program	Fee	Annual Fee	Monthly	Drop-In	Per Lesson/Session
Lap Swim	General		\$65	\$9	
	Senior		\$52	\$8	
Open Swim	General			\$9	
	Child			\$5	
Swim Lessons	Group				\$29
	Private				\$79
Masters	General	\$30	\$88	\$20	
	Student/Senior	\$30	\$80	\$20	
Camps					\$575 per week
Youth Swim Team		PASA pricing applies			

Non-Resident Rates					
Program	Fee	Annual Fee	Monthly	Drop-In	Per Lesson/Session
Lap Swim	General		\$72	\$10	
	Senior		\$61	\$9	
Open Swim	General			\$10	
	Child			\$6	
Swim Lessons	Group				\$29
	Private				\$79
Masters	General	\$30	\$88	\$20	
	Student/Senior	\$30	\$80	\$20	
Camps					\$575 per week

Vers.: Aug. 5, 2019

Youth Swim Team		PASA pricing applies
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These rates may be modified by CONTRACTOR after consultation with CITY.