

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
SPECIAL MEETING OF THE BOARD OF TRUSTEES

Monday, December 21, 2020

Closed Session at 4:00 p.m.; Open Meeting at 6:00 p.m.

This meeting will be held telephonically via Zoom.

Members of the public should **NOT** come to District Office to participate.

Join this Zoom Meeting – <https://smccd.zoom.us/j/84950285306>

Dial-In: 1-669-900-9128 – Webinar ID: 849 5028 5306

NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS

Observing the Meeting

Members of the public who wish to observe the meeting may do so by accessing the link or calling the following telephone number above at the beginning of the meeting.

Providing Public Comment During the Meeting on NON-AGENDA Items

To make a comment regarding a non-agenda item, members of the public, once in the Zoom meeting (via above link), can utilize the “raise hand” function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who “raise their hand” will be called upon in the order they appear. Members of the public making comment are reminded of the 3-minute time limit for comment.

For members of the public who do not have access to a computer or smart device, time will be allotted at the end of public comments for members of the public to comment using a phone.

Providing Public Comment During the Meeting on AGENDA Items

To make a comment regarding an item on the published agenda, members of the public, once in the Zoom meeting (via above link), can utilize the “raise hand” function on the bottom right corner of the screen. This will allow for the Board President to recognize members for comment and will allow staff to activate audio access to individual participants. Members of the public who “raise their hand” will be called upon in the order they appear.

For members of the public who do not have access to a computer or smart device, time will be allotted at the end of public comments on the agenda item for members of the public to comment using a phone.

Accommodations

Persons with disabilities who require an accommodation or service should contact the contact the Chancellor’s Office at (650) 358-6877 at least 24 hours prior to the Board meeting.

4:00 p.m. Call to Order

CLOSED SESSION ITEMS FOR DISCUSSION

1. Conference with Labor Negotiators
Agency Designated Representative: Mitchell Bailey and Laura Schulkind
Employee Organizations: AFT
2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): Two cases
3. Employee Discipline, Dismissal, Release

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

6:00 p.m. Call to Order / Roll Call / Pledge of Allegiance

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION

DISCUSSION OF THE ORDER OF THE AGENDA

STATEMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

NEW BUSINESS

20-12-108B Consideration of Agreement for the Operation of the San Mateo Athletic Club in
Partnership with the District

STATEMENTS FROM BOARD MEMBERS

RECONVENE TO CLOSED SESSION (if necessary)

RECONVENE TO OPEN SESSION (if necessary)

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION (if necessary)

ADJOURNMENT

BOARD REPORT NO. 20-12-108B

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Yanely Pulido, Director of General Services, 358-6863

CONSIDERATION OF AGREEMENT FOR THE OPERATION OF THE SAN MATEO ATHLETIC CLUB IN PARTNERSHIP WITH THE DISTRICT

On October 28, 2020 (Board Report 20-10-103B), the Board of Trustees considered staff's recommendation to award a contract to EXOS Community Services to operate the San Mateo Athletic Club and Aquatic Center (SMAC) located on the campus of College of San Mateo per Request for Proposals (RFP) #86826, for a three-year period beginning January 1, 2021, with an option to renew for two additional one-year terms. The Board of Trustees authorized staff to negotiate a contract award to EXOS Community Services for a period of one year beginning January 1, 2021, with an option to renew for two (2) additional one-year terms. On November 18, 2020 (Board Report 20-11-101B), the Board of Trustees did not approve the recommendation to execute the negotiated contract with EXOS for one year beginning January 1, 2021, with the option of two (2) additional one-year renewals.

At the direction of the Board of Trustees, Staff engaged separate legal counsel to advise on this procurement matter. On December 14, 2020 (Board Report 20-12-5C), staff provided an update on the contract award process for the SMAC procurement. Staff has outlined the options below that are consistent with advice from legal counsel with regard to RFP #86826:

- 1) Award a contract with EXOS Community Services to operate the San Mateo Athletic Club per RFP #86826, for a period of one year beginning January 1, 2021 for a total not to exceed \$485,000, with an option to renew for two (2) additional one-year terms. Renewal would be at the sole discretion of the District per approval by the Board of Trustees; or
- 2) Rescind the authorization for staff to negotiate a one-year contract award to EXOS and reject all proposals received in response to the RFP, and authorize staff to reissue a new procurement; or
- 3) Rescind the authorization for staff to negotiate a one-year contract award to EXOS and direct staff to initiate contract negotiations with Power Wellness, the other respondent to RFP #86826. Staff shall bring the negotiated contract with Power Wellness to the Board for approval.

Staff also requests direction from the Board regarding the District's option to invoke the 3-month roll-over period for services from EXOS beginning January 1, 2021. The 3-month roll-over period was added to the existing agreement with EXOS pursuant to the Third Amendment, which was approved by the Board on June 24, 2020 (Board Report 20-6-111B) to allow flexibility in the event that the procurement process was not completed by January 1, 2021. A copy of Amendment No. Three with EXOS Community Services, LLC (dated 6/25/20) is attached to this report for the Board's reference.

**THIRD AMENDMENT TO AGREEMENT BETWEEN
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND
EXOS COMMUNITY SERVICES, LLC**

This Amendment to Agreement (“Amendment”) is made and entered into as of this **25th day of June 2020 (“Effective Date”)** between San Mateo County Community College District, a political subdivision of the State of California (hereinafter District) and EXOS Community Services, LLC (hereinafter Contractor.)

WHEREAS, District and Contractor have heretofore entered into an agreement (hereinafter Agreement) dated July 1, 2015, for management and supervision of the San Mateo Athletic Club (“SMAC”).

WHEREAS, Contractor has changed its corporate name and its name is now EXOS Community Services, LLC; and

WHEREAS, the parties desire to amend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The terms in this Amendment shall have the same meaning as like terms in the Agreement. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.
2. Wherever in the Agreement the term “Medifit Community Services LLC” appears, such term shall be replaced with EXOS Community Services, LLC or “EXOS”.
3. All references throughout the Agreement to “Canada” are deleted in their entirety.
4. **TERM OF CONTRACT**. Paragraph 1 of the Agreement is hereby amended to include new Paragraphs 1.1 and 1.2 as follows:
 - 1.1 **Extension of Term**. The term of Agreement is extended for a period of six (6) months, beginning on July 1, 2020 and ending on December 31, 2020, unless terminated earlier as provided in the Agreement. In the event that additional time is required by the District to complete the RFP process, execute a subsequent agreement and transition to a successor, the Contractor agrees to continue to provide services to the District for a period not to exceed three (3) months.
 - 1.2 **Transition Period**. In the event of written notice of termination of the Agreement, the Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. Upon District’s written notice, the Contractor shall negotiate in good faith a plan with a successor to determine the nature and extent of transition services required. The transition plan shall be subject to the District’s approval.
5. **EXHIBIT A**. Paragraph 1(a) of Exhibit A is hereby amended in its entirety to read as follows:
 - a. The Contractor shall be responsible for the management and supervision of the San Mateo Athletic Club (hereinafter “SMAC,” or the “Facility,” or “Facilities”) located at 1700 W. Hillsdale Boulevard, San Mateo, CA 94402.

- 6. **Safety Requirements.** Exhibit A is hereby amended to include a new Paragraph 9 as follows:
 - 9. **Safety Requirements.** Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 including, if required, preparing, posting, and implementing social distancing protocol and/or other safety protocol and/or other protocols necessary to perform the Services in compliance with applicable federal, State, and local requirements.
- 7. **EXHIBIT C** attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit C dated July 1, 2020.
- 8. This Amendment, together with all Exhibits and amendments thereto through the date hereof, shall constitute the entire Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year indicated.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
a political subdivision of the State of California

By: _____

Printed Name: Yanelly Pulido
Title: Interim Director, General Services
Date: _____

EXOS COMMUNITY SERVICES, LLC

By: _____
DocuSigned by:
Bill Bourque

Printed Name: Bill Bourque
E5885B0865FB439

Title: Chief Operations Officer

Date: 6/25/2020

EXHIBIT C
Effective July 1, 2020

1. Base Management Fee.
 - a. As compensation for the services provided hereunder, the District shall pay the Contractor a monthly base management fee of \$30,387.00 (the “Base Management Fee”) for each month during the term hereof (prorated for any partial month).
 - i. The Base Management Fee shall be discounted by five percent (5%) from \$30,387.00 to \$28,868.28 during local jurisdiction’s Shelter in Place Order.
 - b. The Base Management Fee shall be invoiced monthly
2. Other Payments.
 - a. The Contractor shall be reimbursed for all reasonable transition period costs (i.e., allowable costs incurred within the agreed period that result from transitioning operations) as approved by District.