



PARKS & RECREATION COMMISSION AGENDA

Regular Meeting
Wednesday, March 25, 2015 at 6:30 PM
Arrillaga Family Recreation Center
701 Laurel Street, Menlo Park, CA 94025

CALL TO ORDER

ROLL CALL – Cebrian, Cox (Chair), Harris, Palefsky (Vice-Chair), Stanwood, Tafoya, Vacancy

A. PUBLIC COMMENT (Limited to 30 minutes)

Under “Public Comment,” the public may address the advisory body on any subject not listed on the agenda within the jurisdiction of the Commission. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information. The public may address the Commission regarding items listed on the agenda during the consideration of each item.

B. REGULAR BUSINESS

- B1.** Accept Commission minutes for the meeting of February 25, 2015 ([attachment](#))
- B2.** Presentation and Overview of Community Services Department Business Plans ([attachment](#))
- B3.** Approve a Recommendation to Work with Menlo Swim and Sport to Develop a Term Sheet for the Renewal of the Pool Lease Agreement/Contract ([attachment](#))
- B4.** Approve Commission Quarterly Report to City Council ([attachment](#))

C. REPORTS AND ANNOUNCEMENTS

- C1.** Bedwell-Bayfront Park Commission Sub-Committee report

D. INFORMATION ITEMS

- D1.** Sports Fields and Water Conservation Update ([attachment](#))

D2. Community Service Department Director's update and announcements
([attachment](#))

E. ADJOURNMENT

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At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

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PARKS & RECREATION COMMISSION **DRAFT MINUTES**

Regular Meeting
Wednesday, February 25, 2015 at 6:30 PM
Arrillaga Family Recreation Center
701 Laurel Street, Menlo Park, CA 94025

The meeting was called to order by Vice Chair Marianne Palefsky at 6:37 P.M.

ROLL CALL:

Present: Cebrian, Palefsky (Vice Chair), Harris, Stanwood, vacancy
Absent: Cox (Chair), Tafoya
Staff: Derek Schweigart, Community Services Manager

A. PUBLIC COMMENT (Limited to 30 minutes)

There was no public comment.

B. REGULAR BUSINESS

B1. Accept Commission minutes for the meeting of January 28, 2015 ([attachment](#))

ACTION: Motion/Second (Cebrian/Harris) to approve the minutes for the January meeting. Motion passes with all present members in favor (Cox, Tafoya absent).

B2. Presentation to Tom Cecil, former Parks and Recreation Commissioner
Marianne Palefsky presented a plaque to Tom Cecil who served on the Commission 2011-2014 and commended for his effort and work with the Commission.

B3. Presentation and discussion regarding Aquatics Contractor Annual Report
([attachment](#))

Tim Sheeper with Menlo Swim and Sport opened the presentation stating the company's mission. He spoke about partnership between the City and Menlo Swim and Sport. At closure, Tim Sheeper requested that the Commission consider extending the current contract between Menlo Swim and Sport and the City.

B4. Review and discuss proposed changes to City's Master Fee Schedule for the Community Services Department for FY 2015-16 ([attachment](#))

ACTION: Motion/Second (Stanwood/Harris) to ratify the following from the Staff Report dated February 25, 2015: "At that time, the Commission recommended that the City maintain the current 35 percent surcharge for non-residents. In addition, the Commission recommended that staff consider adjusting the Gymnastics non-resident

surcharge of 25 percent to 35 percent to be consistent with other Community Services classes and programs.” Motion passes with all present members in favor.

C. REPORTS AND ANNOUNCEMENTS

C1. Bedwell-Bayfront Park Commission Sub-Committee report

The sub-committee reported on their meeting with the Public Works management staff to discuss options as the contract for service provider at the park is expiring.

D. INFORMATION ITEMS

D1. Community Service Department Director’s update and announcements ([attachment](#))

E. ADJOURNMENT at 8:50 P.M.

Prepared by Jelena Harada, Deputy City Clerk

Memo

To: Parks and Recreation Commission
From: Todd Zeo, Acting Recreation Manager
Date: March 25, 2015
Re: Business Plan Overview Presentation

The Community Services Department has implemented a new tool allowing us to continue attaining the City Council Cost Recovery goals established for our Department. Community Services has implemented Business Plans for the Gymnastics Center, Youth and Adult Sports and the Arrillaga Recreation Center that delineates business development strategies to sustain and grow those programs classified as “high cost recovery” per the Council’s policy.

A business plan is a roadmap road map for any business’ future. It outlines goals and details and how you plan to achieve those goals. The benefits of business plans are –

- Guiding our growth
- Managing our priorities
- Assigning responsibilities for growth related tasks
- Tracking our Progress

In the Community Services Department our business plans encompass the following key components:

- Executive Summary
- Service Analysis
- Market Analysis
- Industry Trends
- Regional Trends
- Competitive Analysis
- Customer Analysis
- Marketing Plan
- Future Operations Plan
- Financial Information

Our plans allow us to be proactive in dealing with a constantly changing marketplace in Menlo Park. We are seeking to satisfy and capture a diverse market of young families, seniors, tech workers and more.

Each individual program's plan provides an in-depth look at the key components listed above. Currently, the gymnastics plan is completed and a first draft of the Youth and Adult Sports Programs is under review. The Recreation Center will be completed next, with a goal of completion before the end of the calendar year.

Currently, there is no "ask" of the Commission as the plans are operational in nature, but staff welcome any feedback you may have as well as any ideas and concepts you suggest based on your experiences in working with business plans in your private businesses.

At the meeting, staff will provide a presentation highlighting components of the Gymnastics and Youth and Adult Sports Business plans for your review and comment.

Memo

To: Parks and Recreation Commission

From: Derek Schweigart, Community Services Manager

Date: March 25, 2015

Re: Approve a Recommendation to Work with Menlo Swim and Sport to Develop a Term Sheet for the Renewal of the Aquatic Facilities Lease Agreement/Contract

Recommendation

City Staff recommend that the Parks and Recreation Commission consider and approve a recommendation to work with Menlo Swim and Sport to develop a term sheet for the potential renewal of a pool contract to operate both Burgess and Belle Haven aquatic facilities for an additional 5-10 year period once the current lease expires in May, 2016.

Background

On February 25, 2015, the Parks and Recreation Commission reviewed the Aquatics Contractor Annual Report and received a presentation from Tim Sheeper from Menlo Swim and Sport. This presentation was an important milestone, as the current lease to operate the City's aquatic facilities is set to expire in May 2016, precipitating another Request for Proposal (RFP) process or a recommendation to renew or extend the current lease. The discussion in the meeting included an overview of the RFP process, weighing the pros and cons of a lease extension versus a complete RFP process, a review of the annual report and current contractor's performance, a question/answer session and preliminary discussion about potential terms of a new lease agreement. Possible lease/contract terms discussed included a longer term for the agreement which would allow for greater stability, year-round operation of Belle Haven Pool and maintaining any previous agreements to ensure community access and scheduling for such groups as the SOLO Swim Team.

The Commission agreed to table further discussion on any potential contract renewal to allow the pool contractor to respond to some of the questions that Commission presented, receive community feedback into the process and consider terms of the agreement in order to formulate a recommendation for staff to present to the City Council.

Discussion

City staff is requesting that the Parks and Recreation Commission consider the following questions to guide the discussion on the topic of a potential renewal of the pool contract:

1. Does the Commission have any further questions about Aquatics operations, the current provider and the current lease that would provide a basis for input into a potential contract renewal? Are there any follow-up questions from the Aquatics Contract Annual Report and Presentation that occurred at the Commission meeting on February 25, 2015?
2. If the Commission is in support of a renewal of the Aquatics Facilities Lease Agreement, are there any terms of the agreement for which the Commission would like to provide input? Are there any terms that should be considered in the development of a term sheet with the contractor?
3. If the Commission does not support a lease renewal at this time, what additional information is needed in order to weigh the pros and cons of a lease renewal versus completing an RFP process?
4. What further role would the Commission like to take in this process and what additional steps would the Commission like to take?

Suggested Time Line

City staff suggest the following time line for developing a recommendation to the Council on this topic:

February meeting:	Review annual report from MSS Discuss above focus questions and others Direct staff on additional information needed, if any
March meeting:	Commission recommend lease changes / stipulations / terms Commission to recommend to City staff to develop term sheet for renewal of lease agreement
April meeting:	Commission will receive update from City staff on development of term sheet for renewal of lease agreement
May meeting	Term sheet for renewal of lease agreement presented to the Commission for their consideration and finalize recommendation for lease renewal
June meeting:	Recommendation to Council to accept term sheet and renew lease agreement

Attachments:

1. Aquatics Contractor Annual Report Staff Memo 02 25 15
2. MSS Annual Report to City of Menlo Park 2015
3. Team Sheepar, LLC Lease Agreement 2011

Memo

To: Parks and Recreation Commission
From: Derek Schweigart, Community Services Manager
Date: February 25, 2015
Re: Aquatics Contractor Required Annual Report

Background

The City of Menlo Park has provided aquatics programs at Burgess Park since the 1960's and at the Belle Haven pool since the 1980's. In 2006, the Burgess Pool was extensively renovated using Measure T bonds, including addition of a 25 meter x 25 yard lap pool, 25 yard x 50 foot instructional pool, a wading pool with a mushroom splash feature, locker rooms, showers, a central lobby, support offices and concrete pool decks. Prior to the renovation, the annual net cost to operate the pool was roughly \$590,000.

The Belle Haven Pool was traditionally operated by the City mid-June through late August and averaged about 5,500 participants per season. Prior to being contracted out to Menlo Swim and Sport in 2011, the 2010-2011 budget for the Belle Haven pool was \$184,000 which included the cost of City staffing and utilities.

Prior to completing the construction of the Burgess project and opening the facility in 2006, the City had undertaken a community-based budget process called *Your City/Your Decision*, the results of which provided guidance for making difficult budget reductions. As a result of this process, the aquatics budget was identified for reduction. Due to the nature of public aquatic programs and facilities, achieving full cost recovery was not seen as possible, given that the new facility -- with multiple pools -- would have higher costs than previously incurred. Several options for cost savings were discussed, including reduced operational hours, pool closure during winter months, and closing the Belle Haven pool entirely. An alternative solution was reached in May 2006, when the City of Menlo Park entered into a Lease Agreement with a private contractor, Menlo Swim and Sport, to operate the Burgess facility and provide aquatic programming year-round for five years. This original lease agreement expired in May, 2011.

In April 2010, the City began seeking proposals from aquatic providers to operate the Burgess Aquatic Facility and the aquatic programming with the expiration of the original lease with Menlo Swim and Sport. In addition, as a part of the development of long term budget cutting strategies, staff decided to include the option to bid on operations at the Belle Haven Pool.

The Parks and Recreation Commission developed the general RFP requirements and appointed an RFP review subcommittee that included residents, pool users, City staff and aquatics experts.

Overview of the Pool RFP Process

The required scope of services for the Burgess Pool site included permitting operations between the hours of 5 a.m. and 10 p.m. seven days a week and 365 days a year. The RFP required that bidders provide, at a minimum, the following aquatic services: Recreational/Open Swimming, Swim Lessons, Lap Swimming, Masters Swimming, Swim Team, and Community Rentals. Additional proposal requirements for the Belle Haven Pool included opening the site for public use a minimum of 9 am to 7 pm during the summer season for, at a minimum, swim lessons, recreation/open swim, and lap swim.

The RFP required respondents to ensure that fees charged for public lap swimming, open/recreational swim, and swim lessons be comparable to rates and fees charged by other public facilities in surrounding communities and that rental space for other community organizations and users be provided on a reasonable and comparable fee basis. The RFP also required that the Belle Haven Pool remain an accessible community resource for the Belle Haven neighborhood and that Belle Haven Pool fees not exceed an approved rate or increase without prior City approval. The RFP indicated that all fees will be subject to review by City staff and the Parks & Recreation Commission for public input as part of an annual review process.

Similarly, the RFP required the bidder to demonstrate how they would remain in compliance with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. The Provider was required to maintain health and safety standards, take all appropriate and necessary steps to provide adequate risk management and acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability insurance through company/ies approved by the City. The RFP also stated that the City reserves the right to conduct or require periodic and regular site inspections and operational audits either internally or by outside aquatic experts.

The RFP required that the Provider be responsible for the maintenance of the equipment and facility at Burgess Pool including:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The RFP required that the Provider be responsible for the maintenance of the equipment and facility at Belle Haven Pool including:

- Two pools
- Office Area

- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The RFP asked the bidder to assume sole financial responsibility for the operation, maintenance, and expenses of the pool sites including

- The full cost of the separately metered utilities including electrical, gas, and water.
- The full cost of pool chemicals and equipment, janitorial services, building and equipment maintenance, and grounds maintenance to the same standards as performed by the City or per manufacturer or industry guidelines.
- The actual cost of the City staff time to provide contract oversight including costs of the Finance, Community Services, and Public Works Departments.

The RFP required the Provider to pay a rental fee for the usage of the Burgess Pool with options for providing services at the Belle Haven Pool. Respondents were asked to provide proposals for all three of the following lease agreements:

A. A monthly lease payment for the Burgess Aquatics Center

B. A monthly lease payment for the Burgess Aquatics Center and provision of seasonal pool operations at the Belle Haven Pool

C. A monthly lease payment for the Burgess Aquatics Center and provision of annual pool operations at the Belle Haven Pool

RFP Distribution and Response

The RFP was issued on August 30, 2010. The RFP was sent to three pre-qualified providers including Menlo Swim and Sport (current provider), California Sports Center (currently operating pools in the City of San Jose) and SOLO Aquatics (current Burgess Pool renter and swim club). In addition, the City sent the RFP to twelve other private aquatics operators in the area, predominately swim schools. Two proposals were submitted to the City, including proposals from Menlo Swim and Sport and SOLO Aquatics. After extensive community input and debate by the Committee, the Parks and Recreation Commission recommended approval of a lease agreement with Menlo Swim and Sport. It is estimated that this process, which took place over roughly a year, consumed more than 1000 hours of City staff time, including the City Attorney, City Manager, Community Services Director, Assistant Public Works Director and Community Services Manager.

Balancing Public and Provider Needs in an Appropriate Business Model

As a private-public partnership, the lease agreement is constructed to allow the operator to implement a successful business model resulting in enough profit to allow a lease payment as well as a fair return to the operator. The assumption is that maintaining a fair and reasonable profit for the operator while balancing community needs is important to maintaining the long-term quality and success of the aquatics programs. In exchange for a reasonable profit, the operator will be expected to maintain certain standards and serve a wide spectrum of aquatic users. The lease also allows the contractor to operate with a high degree of autonomy given their position as the direct service provider closest to the end

users and the deepest understanding of the program needs for the entire aquatics community that this position implies.

While the City, through the work of staff and the Parks and Recreation Commission, provides oversight of overall operations and ensures community satisfaction and safety, the contractor is responsible for daily operations, schedules, fees, maintenance, customer communication, and the core functions of aquatics programs. The business model implied in the lease allows for competition in order to provide the highest quality programs, whether provided by the operator directly, by a rental group or additional contractor, or by both. Competition and choices allow participants options and meets the diverse needs of the community. In addition, the business model allows the provider to offer new programming and develop creative ideas to supplement traditional and long-standing aquatics programming. This allows the operator to meet the ever-changing and evolving needs of the community.

Rental Payment

In determining the appropriate rental payment for the lease agreement, staff considered the following:

- Impact of the rental fee on the long-term sustainability of the operator
- Impact of the rental fee on the operator's ability to maintain high quality programming
- Impact of the rental fee on the operator's ability to maintain participant safety
- The impact of existing program subsidies and community benefit
- City General Fund savings from elimination of utilities, chemicals, maintenance and other costs
- The limitations of the physical capacity of the pool and the result on the operator's ability to generate additional revenue
- The age of the pool and the increasing cost of maintenance over time

The Lease Agreement (Attachment A) requires MSS to provide an annual report to the Commission in February of each year that includes:

- a. Total program hours by program area;
- b. Participation statistics by program area including resident and non-resident percentages;
- c. Customer satisfaction survey results;
- d. User group feedback by program area or rental;
- e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
- f. Fees by program area and fee comparison to other public pools in the region;
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 11, below, are met;
- h. Risk management documentation, outlined in Section 12, below; and
- i. Training certifications listed by staff members.

Discussion

The 2015 report, being received this month by the Commission, is an important milestone, as the current Lease expires in May of 2016, and the Commission will be asked to recommend to the Council an extension of the lease for an additional time period to be determined, or another RFP process, which would need to begin in May of this year.

City staff is requesting that the Parks and Recreation Commission consider the following questions in order to provide feedback and direction on the topic of a lease extension or an RFP process:

1. Given the performance record of MSS as well as a lack of other qualified aquatics providers and the staff time required for a full RFP process, does the Commission support a contract extension with MSS?
2. If so, what questions does the Commission have about Aquatics operations, the current provider and the current lease that would provide a basis for input in changes to the lease to include in an extension?, an RFP process or other options? Additional information may include, but not be limited to, contracted service examples and best practices in other Parks and Recreation agencies.
3. If the Commission does not support a lease extension at this time, what additional information is needed in order to weigh the pros and cons of a lease extension versus a complete RFP process?
4. What are the next steps the Commission would like to take?

Suggested Time Line

City staff suggest the following time line for developing a recommendation to the Council on this topic:

February meeting:	Review annual report from MSS Discuss above focus questions and others Direct staff on additional information needed, if any
March meeting:	City staff provide update to the Commission on information requested and proposed process. Commission recommend lease changes / stipulations
April meeting:	Commission finalize recommend lease extension (or RFP process)
May meeting:	Recommendation to Council to extend lease or issue RFP\

Attachments:

1. MSS Annual Report to City of Menlo Park 2015
2. Team Sheeper, LLC Lease Agreement 2011



Menlo Swim and Sport

Annual Report to the City of Menlo Park

February 18, 2015

Menlo Swim and Sport

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Annual Report to the City of Menlo Park

Menlo Swim and Sport entered into a public/private partnership with the City of Menlo Park to operate the Burgess Pool in May 2006. The company is dedicated to serving the community by promoting healthy, balanced lifestyles through aquatic sports and outdoor family activity. In cooperation with the City of Menlo Park, Menlo Swim and Sport endeavors to make full use of the facility by providing a proactive approach to sports and aquatic programming.

It is estimated that more than 488,000 people visit the Burgess Pool facility, and 15,500 people visit the Belle Haven Pool facility on an annual basis.

In 2014, Menlo Swim and Sport experienced continued, steady growth of its core programming at its Burgess Pool facility and maintained continued year-round operations at the Belle Haven facility, beyond the required 10-week summer period.

This report reflects the most complete information that Menlo Swim and Sport has relative to the requested areas of interest indicated by the City of Menlo Park.

Total Amount of Program Hours by Program

Menlo Swim and Sport provided the following programming at the Burgess Pool Facility:

BURGESS POOL PROGRAMMING - 2014	
Program	Program Hours
Aqua Fit	12 classes/week
Camp Menlo	25 hours/week (summer and school holidays)
Beyond Studio Cycling	10 workouts/week
Lap Swim	85 hours/week - fall & winter 88 hours/week - spring & summer
Masters Swimming	21 hours/week
Masters Water Polo	3.5 hours/week
Menlo Fit/Boot Camp	21 hours/week
Menlo Mavericks (Swim)	15 hours/week
Menlo Mavericks (Polo)	4.5 hours/week
Open Swim	38.25 hours/week - fall & winter 56 hours/week - spring & summer
Personal Training	20 hours/week
Swim School - Youth	50 hours/week
Triathlon Team - Adult	18 hours/week
Water Safety Classes	37.5 hours/quarter
SOLO Aquatics	7.5 hours/week
Team in Training (TNT)	3.5 hours/week

TOTAL AMOUNT OF PROGRAM HOURS BY PROGRAM AREA

Menlo Swim and Sport provided the following programming at the Belle Haven Pool Facility

BELLE HAVEN POOL PROGRAMMING - 2014	
Program	Program Hours
Aqua Fit	2 hours/week
Camp Menlo	25 hours/week (summer)
Lap Swim	15 hours/week (non-summer) 44 hours/week (summer)
Menlo Mavericks (Polo)	10 hours/week
Open Swim	15 hours/week (non-summer) 35 hours/week (summer)
Personal Training	1 hours/week
Swim School - Youth	21 hours/week (summer)

Participation Statistics by Program

PARTICIPATION STATISTICS BURGESS

BURGESS POOL PARTICIPATION STATISTICS		
Program Area	2014 Participation	2013 Participation
Aqua Fit	88 active online memberships, approximately 292 drop-ins per year.	59 active online memberships, approximately 173 drop-ins per year.
Camp Menlo	1,500 participants annually	1,300 participants/annually
Beyond Studio Cycling	12 active online memberships Drop-ins: 157	15 active online memberships Drop-ins: 140
Lap Swim	18,754 drop in customers Approximately 249 customers with monthly lap swim memberships	22,000 drop in customers Approximately 245 customers with monthly lap swim memberships
Masters Swimming	300+ active members	300+ active members
Masters Water Polo	20 active members	25 active members
Menlo Fit/Boot Camp	65 active members Drop In: 33	Approximately 330 participants/week
Menlo Mavericks (Swim/Polo)	Non-summer: 355 Summer: 320	Non-summer: 250 members Summer: 380 members
Open Swim	23,350 drop-in customers 53 Summer Family Swim Passes	30,000 drop-in customers 50 Summer Family Swim Passes
Personal Training	Approximately 65/month	Approximately 180/month
Swim School - Youth	Approximately 1,250 students per week, or 60,000 lessons given annually.	Approximately 1,250 students per week, or 60,000 lessons given annually.
Triathlon Team - Adult	80 members	80 members
Water Safety Classes	111 certifications	146 certifications
SOLO Aquatics	Estimated at 80 members	Estimated at 80 members
Team in Training (TNT)	100-150 people per quarter	100-150 people per quarter

PARTICIPATION STATISTICS - BELLE HAVEN

BELLE HAVEN POOL PARTICIPATION STATISTICS		
Program Area	2014 Participation	2013 Participation
Aqua Fit	7/week - summer	2/week - summer
Camp Menlo	15/week - summer	10/week - summer
Lap Swim - Members	4/week - year-round	19/week - year-round
Lap Swim - Drop In	11/week - year-round	27/week - year-round
Menlo Mavericks (Polo)	60/week - year-round	35/week - year-round
Open Swim - Drop In	22/week - year-round average	62/week - summer
Swim School	80/week - summer	88/week - summer

Customer Satisfaction Survey Results

INCLUDES USER GROUP FEEDBACK BY PROGRAM AREA OR RENTAL

Menlo Swim and Sport conducted an annual survey of various pool user groups in 2014, which was made available online and in paper form at the front desk. Links to the online survey were provided to facility users via the Menlo Swim and Sport monthly newsletter. Facility users were also notified that a paper based version of the survey was available. Team in Training and SOLO were provided with links to the survey; however, data was not received from either group. The results are documented below.

The following questions were asked of Menlo Swim and Sport aquatic participants:

1. As a direct result of participating at the pool, I (or my child) have improved upon or developed a new skill.
2. As a direct result of participating at the pool, I (or my child) feel closer to my community.
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.
4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

MENLO SWIM AND SPORT PARTICIPANTS - 2014 SURVEY RESPONSES				
Answer Options	Question #1	Question #2	Question #3	Question #4
Strongly Agree	47.59%	21.69%	73.49%	46.99%
Agree	39.16%	41.57%	22.29%	33.73%
Neither Agree Nor Disagree	9.64%	31.93%	3.01%	16.27%
Disagree	1.81%	4.22%	0.6%	1.2%
Strongly Disagree	1.81%	0.6%	0.6%	1.81%

The following questions were asked of the Belle Haven Pool aquatic participants:

1. As a direct result of participating at Belle Haven Pool, I (or my child) have improved upon or developed a new skill.
2. As a direct result of participating at Belle Haven Pool, I (or my child) feel closer to my community.
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.
4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

BELLE HAVEN POOL

BELLE HAVEN POOL PARTICIPANTS - 2014 SURVEY RESPONSES				
Answer Options	Question #1	Question #2	Question #3	Question #4
Strongly Agree	75%	26.31%	80%	52.63%
Agree	20%	57.89%	20%	42.1%
Neither Agree Nor Disagree	5%	10.52%	n/a	5.26%
Disagree	n/a	5.26%	n/a	n/a
Strongly Disagree	n/a	n/a	n/a	n/a

Pool Schedule and Space Allocation by Program

INCLUDES PREVIOUS YEAR AND PROJECTIONS FOR 2015

Menlo Swim and Sport tracks its pool schedule and allocation of pool space by program area for both the Instructional Pool and the Performance Pool via monthly calendars. The records for January through December 2014 are attached to this document. The pool schedule and allocation for specific programs for 2015 will likely be consistent with the 2014 schedule. Minor changes to the schedule occur based on the modification or creation of new programs.

Fee Comparison by Program Area to Other Public Pools in the Region

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Aqua Fit (Water Exercise)	Drop In: \$20/ class \$79/month Senior & Student: Drop In: \$14/ class \$59.25/ month	Drop In: \$15/ class \$40/month Senior & Student: Drop In: \$11.50 \$28/month	n/a	n/a	n/a	n/a
Camp Menlo	\$345/wk.	\$335 Performance Water Polo \$260 Beginning WP & Spanish Immersion	n/a	n/a	Resident 1/2 Day: \$185 Full Day: \$340 Non-Resident 1/2 Day: \$210 Full Day: \$366	n/a
Indoor Cycling	Drop In: \$20/ class \$79/month	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Lap Swim	Resident Youth: \$4 Adult: \$6 Family: \$15 Senior & Student: \$5 \$47/month Non-Resident Youth: \$5 Adult: \$7 Family: \$18 Senior & Student: \$6 \$54/month	Resident Youth: \$3 Adult: \$4 Family: \$12 Senior & Student: \$4 \$40/month Non-Resident Youth: \$3 Adult: \$5 Family: \$15 Senior & Student: \$4 \$45/month	Non-Member Adult: \$5 Senior (60+): \$3 Member - Resident Adult: \$3.50 Senior (60+): \$2 Youth: \$3 Member - Non-Resident Adult: \$4 Senior (60+): \$2.50 Youth: \$3.50	Resident (25 Swims) - \$87.50 Non-Resident (25 Swims) - \$109 Resident Senior: (25 Swims) - \$30 Non-Resident Senior: (25 Swims) - \$38 Resident (1 Swim) - \$5 Non-Resident (1 Swim) - \$6	Resident Drop-in: \$6 12-punch: \$52 Monthly: \$50 Senior (55+): \$35 Non-Resident Drop-in: \$8 12-punch: \$62 Monthly: \$60 Senior (55+) \$45	Fees Youth: \$3 Adults 18-59: \$5 Senior (60+); \$3

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Masters Swimming	\$79/month Drop In: \$20/class Student/Sr. Drop In: \$14/class	\$40/month	Monthly dues: \$55 (\$50 for seniors 65+) Discounted semi-annual dues: \$300 (\$270 for seniors 65+) Drop-in: \$8	Resident: \$45 per month Non-Resident: \$55 per month Resident married couple: \$80 per month Non-Resident married couple: \$100 per month	Resident Drop-in: \$10 10 punch: \$64 Senior 10 punch: \$43 Non-Resident Drop-in: \$11 10 punch: \$74 Senior 10 punch: \$53 Masters monthly Resident: \$57 Non-Resident: \$67	n/a
Masters Water Polo	\$79/month Drop In: \$20/class Student/Sr. Drop In: \$14/class	n/a	n/a	n/a	n/a	n/a
Menlo Fit	All Access \$185/month Drop In: \$20/class Student/Sr. Drop In: \$14/class	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Youth Competitive Swim Team	Level 1 \$55 to \$75 per month	1/wk: \$55/month	Offered by PASA	Offered by Los Altos - Mountain View Aquatics	Pre-Comp Option 2 includes 15 minutes of extra conditioning	Pricing information unavailable
	Level 2 \$60 to \$81 per month	2/wk: \$65/month	Range from \$90 to \$240 per month depending on age and ability.	Range from \$100 to \$200 per month w/ discounts for multiple children.	1x per week Option 1: \$43 Option 2: \$56	
	Level 3 \$65 to \$86 per month	3/wk: \$75/month	Annual registration fees: \$240 per swimmer.	Annual registration fees: \$150 per swimmer plus 20 hrs. of service.	2x per week Option 1: \$85 Option 2: \$110	
	Level 4 \$81 to \$91 per month					
	Level 5 \$107 per month					
	Level 6 \$118 per month				3x per week Option 1: \$125 Option 2: \$160	

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Open Swim	Resident Youth: \$4 Adult: \$6 Family: \$15 Senior & Student: \$5 \$47/month Non-Resident Youth: \$5 Adult: \$7 Family: \$18 Senior & Student: \$6 \$54/month	Resident Youth: \$3 Adult: \$4 Family: \$12 Senior & Student: \$4 \$40/month Non-Resident Youth: \$3 Adult: \$5 Family: \$15 Senior & Student: \$4 \$45/month	Daily Drop In Youth: \$4 Adult: \$5 Senior: \$3 Infant: \$2 Resident 10-card program discount Youth: \$3 Adult: \$3.50 Senior: \$2 Non-Resident 10-card program discount Youth: \$3.50 Adult: \$4 Senior: \$2.50	Resident Child: \$3 Adult: \$4 Family: \$10 Non-Resident Child: \$4 Adult: \$5 Family: \$18 Spectator: \$3	Offered May to September: Pricing not currently available.	Baby Pool Drop-in: \$2 per child. Add'l \$1 per child Youth: \$3 Adult: \$5 Senior: (60+) \$3
Personal Training	Range from \$65 per 30 minutes to \$120 per hour	Range from \$50 per 30 minutes to \$115 per hour.	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Swim School	Water babies: \$86 per month Group: \$86 per month Semi-Private: \$144 per month Private: \$255 per month	Group: \$15/ lesson kids \$5/lesson (w/ BBAF Scholarship) Semi-Private: \$25 Private: \$45	Lessons provided with PASA during summer. Pricing not available.	Lessons in summer. Pricing not available.	Winter, Spring & Fall Session: Resident 1x per week: \$68 Non-Resident 1x per week: \$78 Resident 2x per week: \$120 Non-Resident 2x per week: \$130	Resident (10 classes): \$90 Non-Resident (10 classes): \$107
Triathlon Team, Menlo Fit (Boot Camp), ALL ACCESS	All Access \$180/month	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Water Polo - Youth	n/a	\$80/month \$32/month (w/BBAF Scholarship)	n/a	n/a	Residents 6-week session, 1/ wk: \$59 Non-Residents 6-week session, 1/ wk: \$69 Residents 8-week session, 1/ wk: \$77 Non-Residents 8-week session, 1/ wk: \$87	Resident 5 day camp: \$75 Non-Resident 5 day camp: \$89

Based on the above fee comparison, Menlo Swim and Sport continues to offer a full compliment of sport and aquatic programming relative to the public pools operating in the local area. This is evident by the fact that the other facilities do not offer camp programs, boot camp (Menlo Fit), indoor cycling (Beyond Studio Cycling) or triathlon teams (Team Sheepen). They offer limited masters water polo (only one facility), limited youth aquatic swim teams and water exercise (Aqua Fit) programs; and in some cases they do not offer swim lessons or a masters swim team.

The Burgess Pool facility via Menlo Swim and Sport continues to offers users a broad selection of high-quality aquatic programming at or below market rate.

Pricing Structure

Registration for adult programs continues with a simplified pricing structure. Patrons have the option to register for a single sport or activity (e.g. Level 1 or Level 2), or they can combine programs/activities with either the All-Access Silver or All-Access Gold packages.

MENLO SWIM AND SPORT MONTHLY PRICING LEVELS			
Level 1	Level 2	Level 3 (All Access Silver)	Level 4 (All Access Gold)
\$54	\$79	\$133	\$185
(Choose One) • Lap & Open Swim • Menlo Bike Club • Tattersols Women's Running Team • All Terrain Runners	(Choose One) • Aqua Fit Water Exercise • Masters Swim • Indoor Cycling • Menlo Mavens Water Polo	Access to All Level 1 and Level 2 programs. Except: • Boot Camp • Triathlon	Access to all Level 1 and Level 2 programs. Including: • Boot Camp • Triathlon

- Menlo Park Resident Lap Swim only membership available at \$47.
- 25% Senior, Student, and Family Discounts are available.

Annual Audits and Review Demonstrating Standards of Care

Menlo Swim and Sport takes great care in managing the facility above industry standards for public pools. Certified Pool Operators manage and care for the pool systems and balance the water on a daily basis. Written records are kept and reviewed on a regular basis by qualified city staff and the County Public Health Department. Custodial staff maintains the facility and surrounding grounds approximately eight to ten hours per day. Mid-day on-site restroom cleanings are conducted during the peak seasonal use times in order to keep up with the high volume of daily visits. It should be noted that the estimated number of people who pass through this facility is estimated to be 488,000 annually.

The company employs a human resources manager who tracks employee certifications and conducts and tracks employee training with the assistance of a human resources management and payroll system. Customer registration is conducted via two systems: one specifically deals with the nuances of the swim school, and the other system manages all non-swim school related functions.

The company's lifeguards are all fully certified and encouraged to seek advanced lifeguard certifications. Water safety/lifeguard instruction is provided by company staff to existing and

prospective employees. The lifeguarding surveillance techniques employed are consistent with the standards set by the American Red Cross.

Risk management and employee safety are addressed via monthly employee safety meetings. Menlo Swim and Sport continues to contract with DuAll Safety in order to stay current with relevant safety issues and to ensure that Menlo Swim and Sport meets the safety requirements required by the City of Menlo Park for the operation of the Burgess and Belle Haven Pools. The DuAll Safety Plan includes work in the following health and safety areas:

1. Injury and Illness Prevention Program (IIPP)
2. Confined Space Program Update and Revision
3. Emergency Action Plan revision
4. Hazardous Materials Business Plan Development (Burgess & Belle Haven Pool)
5. Exposure Control Plan (e.g. bloodborne pathogens)
6. Fall Protection Standard Operating Procedure
7. Heat Illness Prevention Program
8. Cold Illness Prevention Program
9. Ladder/Climb Safety Training
10. Chemical Inventory
11. Hazard Communication Program
12. Personal Protective Equipment (PPE) program
13. Respiratory Protection
14. Fall Protection
15. Driver Safety Training
16. Develop 2014 Safety Plan of Action
17. PPE Hazard Assessment
18. Aerosol Transmittable Disease (ATD) Plan

Knorr Systems Inc., is contracted to perform scheduled pool and equipment maintenance, and quarterly audits/analysis of the water to ensure proper chemical and operational balance.

Total Aquatic Management is scheduled to perform an operational audit for the Burgess Pool on February 14, 2015. The audit results were not available at the time of this report.

Risk Management Documentation

Menlo Swim and Sport has an active Risk Management Program for the Burgess and Belle Haven Pools which focuses on the following areas:

- **Emergency Action Plan (EAP):** Individual departments are trained via drills to respond to appropriate emergency scenarios (e.g. fire alarm); EAP guidelines are issued to new hires, relevant EAP sections are posted on employee break room walls; emergency equipment stations (e.g. first aid stations, AED & oxygen station), two way radio communication system is in place.
- **Facilities and Equipment:** The custodial staff has created and utilizes a Pool Maintenance Essential Duties Checklist as a guide for essential tasks and key job duties. The City conducts occasional inspections to ensure the company is maintaining the facility

appropriately. Any deficient areas are identified and addressed quickly by staff. Appropriate signage is maintained around both the Burgess and Belle Haven Pool facilities.

- **Supervision:** Menlo Swim and Sport employs in excess of 190 employees during the peak season of summer and maintains a staff of approximately 130 employees throughout the year. The company is structured with a CEO, Chief Financial Officer, Director of Operations, as well as directors for the following positions: human resources, customer service, athletic programming (e.g. swim school, camps), lifeguard, and marketing. The company now maintains a contract with an IT company for technology related issues. Menlo Swim and Sport maintains a comprehensive workers' compensation insurance plan as required by the State of California.
- **Training:** The management team (described above) works hard to ensure that the company provides high-quality staff with exceptional training in their area of expertise. Appropriate levels of training and screening occur prior to hiring new staff. Constant quality improvement is the goal when it comes to staff and program development.
- **Documentation:** Menlo Swim and Sport has created policy and procedure manuals to provide guidance to staff. These manuals are available for review upon request.
- **Safety Suggestion Boxes:** Menlo Swim and Sport provides Safety Suggestion Boxes for employees to submit ideas related to safety concerns and improvements. The Safety Committee follows up on these suggestions during its monthly safety meetings.

Staff Training Certifications

Lifeguards: Red Cross Lifeguard/First Aid, CPR/AED for the Professional Rescuer

Swim Coaches: American Swim Coaches Association (ASCA), USA Swim Coach, Lifeguard, Lifeguard Instructor, Automated External Defibrillator (AED), Crossfit Level 1, Emergency Medical Technician (EMT)

Other Coaches: Menlo Fit (Boot Camp): Individual fitness certifications; Aqua Fit: appropriate water exercise certifications, Triathlon Coaches: USA Triathlon (USAT), Cross Fit certification Level 1 and Cross Fit kids, and Associated Swim Coaches of America (ASCA) Level 3.

Pool Maintenance Staff: Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO)

Facility Maintenance

Custodial staff initiates a thorough cleaning of the all restrooms (men, women, and family) at least three hours prior to facility opening. An ongoing, mid-day facility cleaning of the restrooms and facility windows was added in fall of 2013 to account for the high visitor volume. The mid-day cleaning is handled by an outside vendor. Staff maintains the facility and surrounding grounds, spending eight to ten hours per day cleaning and maintaining the facility. Dozens of

restroom checks are conducted throughout the day by a combination of company lifeguard and management staff.

Staff spends at least three hours per day cleaning the surrounding outdoor areas to include: the pool deck, pool bottom & tiles, mechanical room, administrative offices, picnic areas and facility lobby. The City of Menlo Park conducts facility checks of both the Burgess and the Belle Haven Pools. Menlo Swim and Sport staff review the facility check reports and respond quickly to address any facility-related concerns noted by city staff.

Program Transition to Include Lane Changing Coordination

The Menlo Swim and Sport philosophy is to have shared water space and to rarely grant exclusivity of space to any one user group. Aligning with that theme the pools are transitioned/changed 16 times per day on average.

The daily pool schedule is printed in a hardcopy and available at the front desk and a schedule is also available online. The basic schedule remains the same year round with some alterations around the summertime schedule. The program transition process is initiated by our deck lifeguard staff that moves different colored cones in place by the lanes to signify the user group (yellow=laps, blue=open, orange=teams, green=private lesson). As a courtesy, our front desk staff alert users initiating their activity close to a transition time and our guard staff also alerts the current users to the impending change over and give users a 5-10 minute countdown.

Tolerance, flexibility and patience on the part of staff and users can always be improved. We feel that we have employed a transition system that is user-friendly and compassionate.

Description of Programs

Aqua Fit: Aqua Fit classes use the natural resistive forces of water to strengthen both muscles and the cardiovascular system. Water exercise has proven to be one of the healthiest, most versatile whole-body workouts for top athletes, fitness enthusiasts, youth and seniors alike.

Camp Menlo: Camp Menlo offers aquatics instruction, water sports, and dry land activities for a variety of ages. Menlo Swim and Sports goal is to give campers a unique and inspiring experience while cultivating skills for a lifetime of aquatics and sports safety, health, and enjoyment.

Lap Swim: Lanes are dedicated to lap swimming in the performance pool and the instructional pool seven days per week year-round with a lifeguard 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.

Masters Swimming: Menlo Masters was organized in 1988 and is now one of the largest Masters Swimming teams in Northern California and in the U.S. The club welcomes

participation from swimmers of all abilities, age 19 or over, who are interested in regular structured workouts.

Previous experience in competitive swimming is not necessary. Members range from beginning swimmers to triathletes to former collegiate swimmers and nationally-ranked Masters competitors.

Menlo Masters conducts ongoing conditioning, stroke instruction, intra-club activities, competitions, and social events throughout the year. Emphasis is placed on developing swimming skills, enhancing the enjoyment of swimming through regular workouts and professional instruction, and the promotion of lifetime fitness through swimming.

Masters Water Polo: Menlo Swim and Sport offers women's water polo for all experience levels, ages 19 and over. Our team, the Menlo Mavens, is a fun, inclusive, and diverse group with a passion for water polo. The coaching staff brings years of top level play and coaching experience to the Menlo Mavens team. Our goal is to build a strong and exciting women's water polo program that both introduces new players to the sport and provides professional coaching and challenge for experienced players.

Menlo Fit: Menlo Fit offers 21 weekly classes of boot camp with experienced and trusted instructors who provide a variety of cardio interval training routines.

Menlo Mavericks (Swim and Water Polo): The Menlo Mavericks is a year round swim team, which aims to create a swimming community that is extremely positive about being in and around the water. We emphasize learning sound techniques through our committed and competent coaches in a pleasant and positive environment. With a team segmented into smaller groups to meet the needs of swimmers of all ability levels, the Menlo Mavericks receive the best quality of coaching, instruction, and fun. In 2012, the team became an officially recognized USA Swimming program.

Open Swim: The pool is open to the community seven days per week. Lifeguards are on duty at all times during open swim. No registration required, just drop in.

Personal Training: Menlo Swim and Sport offers the expertise of our personal trainers for individual lessons. The personal trainers bring coaching talent and passion for swimming and sport so clients can benefit from one-on-one lessons no matter what their skill level.

The personal training program has expanded to include the following areas: Swim Pro, Swim School Select, Mavericks Performance Pro, Aqua Fit Pro, Water Polo Pro, Triathlon Pro, Fitness Pro, Tennis Pro, and Bike Pro.

Swim School: The Menlo Swim School is a year-round school that provides professional, goal-oriented swim lessons for all ages and levels, developing life-long competency and a life-long love of swimming.

Triathlon Team: Team Sheeper is a full-service multi-sport organization providing coaching and training to athletes of all levels and ages.

Special Events and Accomplishments

BURGESS POOL

Mavericks Swim Team

- The Menlo Mavericks placed 3rd for the first time in team history at the summer league championships
- The team entered into the Central California Junior Olympics and placed 20th overall
- We had 3 swimmers achieve Far Western times since our start in USA Swimming in 2012, and 8 swimmers achieve Pacific Swimming Junior Olympic times
- The Mavericks head coach, Aaron Burrows, was selected as the Pacific Swimming All Star Head Coach and represented the team in Seattle, WA
- All Mavericks coaches are now American Swim Coach Association (ASCA) members

Camp Menlo

In 2014, Camp Menlo increased summer enrollment by 250 registrations over 2013, while focusing on raising the quality of the camp experience for young people. Quality in our camps was consistently achieved by recruiting excellent counselor-leaders; setting clear program goals for the children's sport and social development; and conducting the camps in a safe, well-organized, fun environment. In the past year, we solidified our commitment to providing enjoyable school holiday camps, which meet the needs of working families, whose children are out of school for one to five days.

Tennis

The Menlo Tennis Academy, providing lessons for children 7-14 years, has been steadily growing. Our tennis program is now expanding to provide private and semi-private lessons for both children and adults. We look forward to starting beginning and intermediate tennis for adults.

Can-Do Challenge

The Can-Do February Challenge has been a team tradition for nearly 20 years. The goal for each Menlo Masters member to swim 50,000 yards in the month or as much as 100,000 yards. The team tallies up the yardage each day and swimmers reaching these thresholds receive gifts from the team to honor their efforts. The real reward is that for every 2000 yards logged, we ask team members to bring in a can of food. The canned food then donated to a local food bank, along with a monetary donation from Menlo Masters based on the number of cans collected. Money and cans go to the Brown Bag Lunch Program through the Menlo Park Senior Center.

Family Giving Tree

This was the eighth consecutive year that Menlo Swim and Sport participated in Family Giving Tree's Holiday Wish Drive. Every year the employees and clients of Menlo Swim and Sport fulfill approximately 85 wishes for the children of the underserved community.

Kid's Triathlon

Saturday, July 12, 2014

Open to children age 5-14, provided a safe and fun environment for kids to compete in a triathlon with kids their same age. Approximately 300 children participated in the race.

Charitable Giving

Donations of sports and aquatic program access to local schools and local non-profits to raise money through their auction by our donations. Some of the many schools and organizations include:

- San Mateo Co. Chronic Disease and Injury Prevention Unit
- Little Hands Pre-School
- Bing Pre-School
- Phillips Brooks School
- Nativity Catholic School
- Nueva School
- Orion Alternative School.

BELLE HAVEN POOL

USA Water Polo - Junior Olympics

Belle Haven Pool was one of the Bay Area site hosts for the 2014 USA Water Polo Junior Olympics. Girls 10 and under, Boys 12 and under, and Co-Ed 10 and under teams all played at Belle Haven. The event occurred in late July and early August.

Facebook Adult Swim Lessons

Offered free lessons on a first come, first served basis, two days per week with the intent to develop new swimmers to populate the lap swim program at Belle Haven Pool.

Beechwood School Parent Swim Lessons

Offered fee for service lessons for adult parents of Beechwood students so that a swimming environment could be created within the household.

Charitable Organizations

Beyond Barriers Athletic Foundation (BBAF)

In Spring 2013, Beyond Barriers Athletic Foundation partnered with Menlo Swim and Sport to help bring swim lessons and water polo coaching to lower income youth in the Belle Haven and East Palo Alto community. This relationship continues today. Thanks in large part to the help of BBAF, Belle Haven Swim School saw a peak of 431 unique students in early July. While the Belle Haven Swim School program has closed for the winter, Brenda Villa's Belle Haven Water Polo program continues to thrive with almost 50 members.

BBAF was able to subsidize 1,949 Belle Haven swim lessons and 1,827 Belle Haven water polo lessons.

Ravenswood Clinic

Though the Belle Haven Aqua Fit program was initially run at-cost, Ravenswood Clinic saw the program as an opportunity to provide athletic support to its lower income clientele. As part of an agreement with Menlo Swim and Sport, Ravenswood helped fund the cost of running the program. In return, Menlo Swim and Sport provided Ravenswood clients with free access to the Belle Haven Aqua Fit Program.

Menlo Swim and Sport Goals for 2015

Menlo Swim and Sport is committed to constant improvement of its aquatics program offerings in order to better serve the various community user groups. To that end, we plan to focus on the following areas in 2015:

- I. Implement new programming
 - A. Corporate inner-tube water polo at Belle Haven
 - B. Underwater Hockey at Burgess
- II. Continuing relationships with Beyond Barriers for scholarships at Belle Haven
- III. Continued partnership with Facebook at Belle Haven

LEASE AGREEMENT
(Menlo Park Aquatic Facilities)

This Lease Agreement ("Lease") is made and executed as of March 15, 2011, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheeper, L.L.C., a California limited liability company ("Provider") and collectively referred to herein as "Parties".

WHEREAS, City is the owner of certain premises ("Premises") described below, and City and Provider wish to enter into a lease for the Premises on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. **PREMISES.** The Premises includes both the "Burgess Pool", 501 Laurel Street, Menlo Park, CA and the "Belle Haven Pool", 100 Terminal Avenue, Menlo Park, CA as defined herein. Burgess Aquatic Facility ("Burgess Pool") consists of the fenced pool area at the City's Civic Center campus at Burgess Park. Burgess Pool includes the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, lawn area, pool mechanical room, lobby area, and all associated areas in the City of Menlo Park, County of San Mateo, State of California, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference. The Belle Haven Pool ("Belle Haven Pool") is a five lane x 25 meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a high dive and low dive, locker room, shower facilities, mechanical room, office and small children's wading pool in a fenced area as shown in Exhibit B, attached hereto and incorporated herein by reference.

2. **TERM.** The term of this Lease shall be for a period of period of five (5) years ("Term") commencing on May 20, 2011 ("Commencement Date") and ending five (5) years from the Commencement Date, unless automatically extended as hereinafter provided. If during the first four years of the Term, Provider has completed capital improvements with the written consent of the City to either or both the Burgess Pool and/or the Belle Haven Pool with a total cumulative cost of \$200,000 or more, the Term shall automatically be extended by five (5) years to May 19, 2021. Notwithstanding the foregoing, Provider shall have the option to terminate this Lease solely as to the Belle Haven Pool between October 1, 2012 and December 31, 2012, and October 1, 2013 and December 31, 2013, if in Provider's opinion it cannot operate a financially viable program at the Belle Haven Pool.

3. **RENT.** In consideration for Provider's use of the Premises as granted by this Lease, Provider assumes sole financial responsibility for the operation and maintenance of the Premises and shall operate and maintain the Premises at no cost to the City. Additionally, Provider will remit monthly rent ("Rent") in the

amount of Three Thousand Dollars (\$3,000.00) to the City for use of the Burgess Pool on the first day of each month for the first year of the Term. Each year thereafter, the Rent shall increase pursuant to the Consumer Price Index ("CPI") for all Urban Consumers (All Items) in the San Francisco-Oakland-San Jose Area (U.S. Department of Labor, Bureau of Labor Statistics), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%) per annum.

Should Provider cease to operate the Belle Haven Pool as provided in Section 2 of this Lease, Provider and City shall renegotiate the Rent to the then Fair Market Value ("FMV") rental rate for the Burgess Pool with consideration given to gross revenues for the Burgess Pool, the fixed costs of operating the Burgess Pool, the profitability of the Burgess Pool operations, the rental rate for similar facilities and the other terms and conditions of this Lease.

If the Term is extended for an additional five years as provided for in Section 2 of this Lease, effective at the beginning of the sixth year of the Lease, the Rent shall be adjusted to the then-prevailing FMV rental rate (which under no circumstances shall be less than the rental rate paid in the preceding year), with consideration given to gross revenues for the Burgess Pool, the fixed costs of operating the Burgess Pool, the profitability of the Burgess Pool operations, the rental rate for similar facilities and the other terms and conditions of this Lease. The FMV rental rate shall be determined by mutual agreement, or if the Parties cannot agree by a neutral third party arbitrator selected by the Parties. Each year thereafter, the Rent shall increase pursuant to the CPI for all Urban Consumers (All-Items) in the San Francisco-Oakland-San Jose Area (U.S. Department of Labor, Bureau of Labor Statistics), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%) per annum.

Throughout the Term, Provider shall pay to the City within fifteen (15) days of receipt of written invoice submitted to Provider by City, or directly to the provider thereof, in addition to the Rent, and as additional rent ("Additional Rent") the following:

- a. The full cost of the separately metered utilities for the Premises;
- b. The cost of the utilities for the locker rooms and the portion of the Premises occupied by Provider (if not separately metered) prorated according to Provider's usage (proration to be determined by mutual agreement, or if the Parties cannot agree by a neutral third party arbitrator selected by the Parties);
- c. If the City elects to install solar equipment on the Premises, Provider shall pay monthly to the City the calculated savings from the reduced utility bills for the Term hereof; and
- d. The maintenance and repair obligation costs set forth in Section 14.

Any payment due by the Provider not received by City within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.

At the initiation of the City's Community Services Director not later than December 31, 2011, the Provider and Community Services Director shall explore whether charging a surcharge to non-resident participants/users by Provider would generate additional revenues without adversely affecting Provider's operation of the pool facilities. This exploration will be done through such tasks as market pricing comparisons, surveys, or other such means so as not to negatively affect any of Provider's business during the period of exploration. If is the Community Services Director and Provider determine that such a surcharge would not adversely affect the Provider's operation of the pool facilities, Provider shall charge such a surcharge which shall be passed through to the City as additional rent, less any administrative, programming or system enhancement costs that are incurred by Provider to implement such surcharge, including additional staffing that may be required to verify City residency and to track and submit such fees to the City. The pass through of non-resident surcharges as additional rent payable to the City shall not apply to existing non-resident fees charged by Provider for open swim and lap swim. The City shall set aside such additional revenue derived from non-resident surcharges in a separate fund and shall utilize such funds to pay the City's cost of repair, maintenance and capital improvements.

4. EXCLUSIVE USE OF PREMISES. Subject to the terms of this Lease, Provider shall have exclusive use of the Premises for purposes of conducting aquatics programs, including, but not limited to, a masters swim program, swim team, swim lessons, fitness training, recreational swimming, community rentals and other aquatics programs that Provider offers and provides for reasonable public access to and use of the Premises pursuant to Section 6 of this Lease. Provider shall have the exclusive right to staff, supervise and contract for such uses of the Premises, subject to the terms of this Lease.

Provider shall have non-exclusive use of the locker rooms, as depicted on Exhibit A and Exhibit B, to accommodate Provider's use of the Premises. The Parties agree that use of the locker rooms shall be limited to persons participating in programs and activities offered by Provider or City or other members of the public upon payment to Provider of fees for such use. Specifically, City reserves the right to use the locker rooms for any City program, including facility rentals and programs and for public use on a "pay for use" basis. The Provider may only refuse locker room access when patrons fail to follow the rules of conduct approved by the City. Patrons shall have the right to appeal Provider's decision to the Director of Community Services, if the Patron feels denial of locker room access was unreasonable. The Director of Community Services' decision shall be final.

5. OPERATION OF PREMISES. The Provider will be solely responsible for operation of the Premises including all costs and expenses associated with such operation and shall be entitled to all revenues from the operation of the Premises, except where otherwise provided in this Lease. The Provider may use

the Premises between the hours of 5 a.m. to 10 p.m. seven (7) days a week and 365 days a year.

6. COMMUNITY ACCESS AND SCHEDULING. The Provider will be solely responsible for the operations and schedule of the Burgess Pool and the Belle Haven Pool. The Provider shall provide reasonable public access and community use of the Premises. Provider will not reduce the public access and community use without prior City approval. The Director of Community Services is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, the Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

Notwithstanding the forgoing, the Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in Exhibit C, which schedule and terms shall not be modified or reduced without mutual agreement of Provider and SOLO, unless SOLO is in breach of its sublease agreement with Provider.

Minimum public access and community use at the Burgess Pool will include:

- a. Year-round lap swim, seven (7) days per week (except holidays);
- b. Seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space;
- c. Reasonable availability for other community organizations/users
- d. Programs and reasonable accommodation for all ages and abilities;
- e. Inclusive programs for people with disabilities when possible; and
- f. Winter programming by providing a dome over the instructional pool if possible.

Minimum public access and community use at the Belle Haven Pool:

- a. Open to the public for a minimum of ten (10) weeks during the summer season in June, July, and August. During that time period, the pool shall be open for a minimum of six (6) days a week, Monday through Saturday; and
- b. Open/recreational swim hours will be at least three (3) hours per day, six (6) days per week but will be allowed on a "pool sharing" basis with other programming.

7. PROGRAM FEES. The program fees charged by Provider shall be as follows:

- a. The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other aquatic facilities in surrounding communities and in alignment with the approved business model.

- b. The Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, fitness training, etc., on a reasonable and comparable fee basis.
- c. Review of the program fees shall be included in the annual report to the City.
- d. Provider and City shall mutually agree to exchange an equal amount of field space and activity room hours for pool hours for their respective programs (i.e. summer camp) in lieu of charging rental fees. If either party's request exceeds the number of hours requested by the other party, the additional hours will be charged at the current approved fees for use of the facilities.

8. PROGRAM ADMINISTRATION. The Provider shall have a method for the public to register, pay, and receive adequate customer service in an easy and effective manner. Provider shall provide adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. The Provider shall provide sufficient communication and marketing in order to inform the public of the programs and services. The Provider shall maintain a customer database and appropriate records retention. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises. The Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

The Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall attend monthly meetings with City staff and attend annual meetings of an Aquatics Users Group which shall be convened by the City. Additionally, the Provider shall provide an annual report no later than January 30 of each year during the Lease Term to staff which will be presented to the City's Parks & Recreation Commission for review and comment by the Commission at its February meeting. The annual report should include the following items:

- a. Total program hours by program area;
- b. Participation statistics by program area including resident and non-resident percentages;
- c. Customer satisfaction survey results;
- d. User group feedback by program area or rental;
- e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
- f. Fees by program area and fee comparison to other public pools in the region;
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 11, below, are met;
- h. Risk management documentation, outlined in Section 12, below; and
- i. Training certifications listed by staff members.

The Provider shall maintain reasonable evidence and documentation of these statistics and results and have these records accessible to the City at any time following ten (10) days written notice.

In the event of a third party dispute or conflict arising out of or related to this Lease, the City will use best efforts to notify and discuss the issue with Provider before engaging in any dialogue with the third party involved.

9. COMPLIANCE WITH LAWS AND REGULATIONS. The Provider shall comply with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. These regulators and laws include but are not limited to:

- a. City of Menlo Park
- b. Menlo Park Fire Department
- c. San Mateo County Health Department
- d. California Department of Health Services
- e. California Department of Labor
- f. Occupational Safety and Health Administration (OHSA)
- g. Emergency Medical Services Authority (EMSA)
- h. Consumer Product Safety Commission & Virginia Graeme Baker Act
- i. Americans with Disabilities Act
- j. California Department of Fair Employment and Housing

10. HEALTH AND SAFETY. The Provider is required to maintain health and safety standards in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance with City standards and the other regulatory agencies listed above. These standards include but are not limited to:

- a. Employee Injury and Illness Prevention Plan
- b. Hazardous Materials Communications and Business Plan
- c. Blood borne Pathogens and Bio Hazardous Exposure Control Plan
- d. Lifting and Fall Prevention
- e. Electrical Safety
- f. Emergency Action Planning
- g. First Aid
- h. Heat Illness and Sun Protection
- i. Confined Spaces
- j. Chemical Storage
- k. Personal Protective Equipment
- l. Recreational Waterborne Illnesses (RWI's)
- m. Signage

The Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

11. STANDARD OF CARE. The Provider will provide aquatic programs and manage the Premises in a manner that is comparable to or above the standard of care that is reasonable and acceptable for a public pool in the surrounding communities. This standard of care should be demonstrated in all areas of operations including: supervision and lifeguard coverage, surveillance techniques, staff training, record keeping, maintenance and janitorial, cleanliness of facilities, safety, and risk management. The Provider is expected to ensure this standard of care by conducting annual audits by qualified external experts and including this information in the annual report to city staff and the City's Parks and Recreation Commission mentioned in Section 8, above.

12. RISK MANAGEMENT. The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. The Provider shall manage their risk by demonstrating proficiency in the following areas:

- a. Emergency Action Plan
 - Staff Training to Plan
 - Drills Conducted
 - Emergency Equipment
 - Communication Process
- b. Facilities & Equipment
 - Inspection
 - Maintenance
 - Checklists
 - Signage
- c. Supervision
 - Quality
 - Quantity
 - Lessons Plans & Progression
- d. Training
 - Requirements
 - Appropriate Staff
- e. Documentation
 - Manuals
 - Waivers
 - Medical Screening
 - Skills Screening
 - Risk Information Provided to Public
 - Policies
 - Evaluations

13. EMERGENCY ACTION PLAN AND PROCEDURES. The Provider shall create and maintain all emergency procedures and emergency action plans for the Premises. An emergency action plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of

Regulations, Sections 3220 and 3221. The emergency action plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all of the Provider's employees, including administration and line level employees using the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

14. MAINTENANCE. The Provider shall maintain the Burgess Pool and the Belle Haven Pool in an orderly, clean and professional condition at all times. The Provider will be responsible for the maintenance and repair of the equipment and facilities at both of these sites including:

a. Burgess Pool:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Fences and Gates
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

b. Belle Haven Pool:

- Two pools
- Office
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Fences and Gates
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include:

- Daily Pool & Chemical Log
- Check lists for routine maintenance and janitorial duties (Daily, Weekly, Monthly, Quarterly, Bi-annual, and Annual)
- Equipment Logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications

The Provider shall maintain and continue all preventative maintenance agreements and contracts to ensure the quality and life of the equipment. The Provider will be responsible for all maintenance and repairs to equipment. Provider shall be responsible for repairs and replacement of all equipment due to failure or damage where the cost is less than One Thousand Five Hundred Dollars (\$1,500) per item at the Belle Haven Pool and Two Thousand Five Hundred Dollars (\$2,500) per item at the Burgess Pool. Provider shall arrange and be billed directly by the vendor for such repair(s) and/or replacement(s). Provider will also be responsible for any damage that is outside the normal wear and tear of the Premises and/or for failure to adequately maintain the Premises or any equipment. If damage beyond normal wear and tear of the Premises or any equipment is determined by the City, the Provider will be required to make the appropriate repairs within thirty (30) days of written notice. The City shall be responsible for individual repair/replacement for any item of equipment having a cost greater than One Thousand Five Hundred Dollars (\$1,500) per item at the Belle Haven Pool. For individual repair/replacement for any item of equipment at the Burgess Pool having a cost of between Two Thousand Five Hundred Dollars (\$2,500) and Twelve Thousand Five Hundred Dollars (\$12,500) per item, the City shall pay for the cost of the item, but the cost shall then be amortized over the greater of the life expectancy of the item or the Term of the Lease remaining, and Provider shall pay the monthly amortized cost of the replacement equipment with a reasonable rate of interest for the remaining Term of the Lease. If the cost of the item exceeds \$12,500, the City shall be responsible for the cost of the work. City shall be responsible for payment of the cost of replacement and reserves the right to perform replacement of the item. The Provider is responsible for reimbursing the City for the cost of repairs and replacement due to misuse, poor maintenance and/or damage caused by Provider, Provider's employees, agents and service users. The Provider shall assist the City by providing the necessary bids and due diligence for replacement of an item of equipment having a cost greater than \$2,500 to ensure an expedited process when possible and reduce any loss of operations. The City shall use its best efforts to respond to the Provider for all replacements for which the City is responsible within two (2) business days with a decision based on the information provided by the Provider.

15. SIGNAGE. The Provider will be required to maintain and provide all necessary and required signage for both Premises. These signs include:

- a. Maximum Pool Capacity & Hours
- b. No Lifeguard on Duty
- c. Children under 14 not allowed without an adult
- d. Shallow Water Diving Warnings
- e. Chemical Storage
- f. No swimming allowed after dark
- g. Pool Rules
- h. 911 Emergency
- i. Shower Before Entering Pool

- j. No Running
- k. Depth Markers
- l. First Aid/CPR
- m. Other signs as needed or required

16. INSURANCE. Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating the Provider's use of the Premises. The insurance company(ies) must be approved by the City. Provider will furnish City with certificates and copies of information or declaration pages of the insurance required. Provider would need to provide the City with thirty (30) days notice if any changes, cancellation, or non-renewals. Provider is required to disclose any self-insured retentions or deductibles, which shall be subject to City's approval, not to be unreasonably withheld. Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement). Provider's insurance coverage shall be primary insurance with respect to City, its Council, Boards, Commissions, agents, officers, volunteers or employees, and any insurance or self-insurance maintained by City, for themselves, and their Council, Boards, Commissions, agents, officers, volunteers or employees shall be in excess of Provider's insurance and not contributory with it.

The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

Insurance Category	Minimum Limits
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its officers, officials, employees and volunteers.
Employer's Liability	One Million Dollars (\$1,000,000) per accident for bodily injury or disease – include endorsement adding the City, its officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.
Commercial General Liability	Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01

(including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)

If Provider fails to maintain any of the insurance coverage required herein, then City will have the option to terminate this Lease, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Provider is responsible for any payments made by City to obtain or maintain such insurance and City may collect the same from Provider as Additional Rent.

Provider shall require any longer term renters and/or longer term sublessees (longer term shall mean and refer to renters/sublessees for more than a single use in any 12 month period) to maintain and carry the same coverage as described above, which policies shall name the City as an additional insured. Provider shall require such long term renters and/or long term sublessees to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each party hereby waives and does hereby agree to obtain from each insurance carrier of the insured a "subrogation waiver endorsement" waiving its right of recovery to the extent of insurance proceeds, against the other party, the other party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damages, including consequential loss or damage to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the party.

17. INSPECTIONS AND AUDITS. The City reserves the right to conduct periodic and regular site inspections and operational audits.

- a. Safety: The Provider will be required to comply with the City's safety program guidelines and protocol. Quarterly inspections by an outside vendor will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City's requests in a timely manner. In addition, documentation demonstrating compliance with all City, County, State and Federation Regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.
- b. Maintenance: City staff reserves the right to conduct weekly, monthly, quarterly, and annual inspections of maintenance practices for the pool maintenance operations and facility cleanliness. The inspections will ensure the Provider is following the manufacturer's specifications

- c. Operations: An annual operational audit will be conducted by an external expert and industry professional approved by the City and paid for by the Provider. An observational audit, lifeguard skills assessment, and site inspection shall be conducted annually. An overall operational audit shall be conducted every two years. This audit should include but may not be limited to:
- Staff Skills Assessment
 - Staff Selection and Training procedures
 - Policies & Procedures Review
 - Site Inspection
 - Code Compliance and Record Keeping Practices
 - Adherence to Aquatic Safety Standards
- d. Financial Review/Audit: Provider shall provide complete financials for all aquatics programs and/or programs operated out of the Premises [with administrative costs/salaries that may be related to both aquatics and non-aquatics programs fairly allocated between such programs] prepared in accordance with generally accepted accounting principles and reviewed by an independent CPA for calendar years 2011-2014 on or before May 1, 2015 (or sooner if required to determine the FMV rate if Provider elects to terminate the Belle Haven Pool operations) for City staff and outside consultant review. The purpose for such review shall be for the negotiation of rent for the extended term and/or for purposes of negotiating a new lease. The City shall have the right to require audited financial statements in lieu of or in addition to the reviewed statements at the City's cost with an independent auditor to be selected by the City.

18. CITY ACCESS. Upon prior written notice to Provider, City shall have the right to restricted access to the Premises or any part thereof solely for certain municipal purposes which may include the performance of necessary maintenance and repairs of any and all structures or public improvements, heretofore or hereafter installed and/or constructed in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas; provided, as to maintenance or repair of the Premises, Provider has requested such maintenance or repairs or Provider has neglected such activity to the detriment of the Premises.

19. IMPROVEMENTS. Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises not hereinabove specified (including installation of any fixture affixed to the Premises), without the prior written consent of City, not to be unreasonably delayed or withheld. All improvements or alterations constructed or installed

shall be removed and the Premises restored to substantially the same condition existing prior to such construction or installation, upon the termination of this Lease, unless the prior written approval of City is secured, allowing such improvements or alterations to remain in place, in which case, title thereto shall vest in City. All improvements undertaken pursuant to this Lease will be at Provider's sole expense and Provider will be responsible for the use and maintenance of the improvements.

20. NOISE. Except in the event of an emergency, Provider shall not use any amplified sound, whistles, bullhorns, music, etc., between the hours of 5:30 a.m. to 8:00 a.m., and/or from 8:00 p.m. to closing during any day of operation.

In order to minimize impacts of major events on residents of the surrounding neighborhood, the Provider will notify the City on a quarterly basis of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhood in advance of such events.

21. PARKING. Provider shall instruct its patrons to park away from the nearest residences before 8:00 a.m. and after 8:00 p.m.

22. WAIVER OF CLAIMS. City assumes no responsibility for the guarding or safekeeping of the Premises, equipment, or improvements installed or constructed by Provider upon, or used in connection with, the Premises. Provider waives all claims against City, its Council, Commissions, agents, officers, volunteers, contractors or employees for any damages to the improvements in, upon or about the Premises and for injuries to any employees of Provider or their agents, invitees or sub-contractors in or about the Premises from any cause arising at any time, where City had no involvement or where such damages or injuries did not arise out of the instruction or guidance of the City. In no event shall the City be responsible for loss of profits or any consequential damages to Provider.

23. INDEMNIFICATION. Provider will defend, indemnify and hold City, its Council, Commissions, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the use of the Premises by Provider, and Provider's invitees, program participants, and visitors, or from the failure of Provider to keep the Premises in good condition and repair, including all claims arising out of the negligence of Provider, but excluding any damage or injury caused by the willful misconduct or negligence of City or its employees, agents or contractors. City will defend, indemnify and hold Provider, its members, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the willful misconduct or negligence of City or its employees, agents or contractors.

Each party's indemnification obligation set forth above will include any and all costs, expenses, attorneys fees and liability incurred by any indemnified party or person in defending against such claims, whether the same proceed to judgment or not. Each party will, at its own expense and upon written request by a party to be indemnified as provided hereinabove, defend any such suit or action brought against the party to be indemnified, its Council, Commissions, members, agents, officers, volunteers or employees (as applicable). This Section will survive the expiration or termination of this Lease.

24. HOLDING OVER BY PROVIDER. If Provider remains in possession of the Premises after the expiration of the Term of this Lease, and without executing a new lease but with the consent of City, then such holding over shall be construed as a year-to-year tenancy subject to all of the applicable conditions, provisions, and terms of this Lease, except that Provider shall pay to City the fair FMV rental value of the Premises as defined in Section 3. Either party may terminate any year-to-year tenancy by giving the other party notice of termination to be effective upon not less than six (6) months prior written notice.

25. HAZARDOUS MATERIALS. Provider shall not use or store any Hazardous Materials in, on, or about the Premises except in compliance with all applicable federal, state, and local laws, statutes, ordinances, and governmental regulations, and the highest standards prevailing in the industry for storage and use of any such Hazardous Materials, nor allow any Hazardous Materials to be brought in the Premises, except to use in the ordinary course of Provider's business, and then only after written notice to City of the Hazardous Materials to be used by Provider. Provider shall not cause or permit the escape, release, or disposal of any Hazardous Materials in the Premises. If any governmental agency or the beneficiary of any deed of trust against the Premises requires any testing of the Premises to ascertain whether any Hazardous Materials have been released in, on, or about the Premises, Provider shall reimburse City, as Additional Rent, for the cost of any such inspection if the inspection, together with any other evidence obtained by City, shows that the presence of such Hazardous Materials in the Premises was caused by Provider, its agents, employees, contractors or invitees.

In addition, Provider shall, at City's request, execute affidavits, representations, or other documents concerning Provider's best knowledge and belief regarding the presence of any Hazardous Materials in the Premises. Provider shall indemnify, defend, and hold harmless City from any liability, cost, or expense, including reasonable attorneys' fees, arising from the use, storage, release or disposal of any Hazardous Materials in, on, or about the Premises by Provider, its agents, employees, contractors, or invitees. The provisions of this section shall survive the expiration or earlier termination of this Lease.

For the purposes of this Lease, the term "Hazardous Material" shall mean any substance or material which has been designated hazardous or toxic by any

federal, state, county, municipal, or other governmental agency or determined by such agency to be capable of endangering or posing a risk of injury to, or adverse effect on, the health or safety of persons, the environment, or property, including without limitation those substances or materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

26. ATTORNEY'S FEES. In any legal action brought by either party to enforce the terms of this Lease, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

27. ARBITRATION. Any dispute regarding the breach of this Lease shall be decided by binding arbitration pursuant to the rules of the American Arbitration Association, and not by court action, except as otherwise provided in this Section or as allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. The Parties may conduct discovery in accordance with California Code of Civil Procedure. This provision shall not prohibit the Parties from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy. Venue for the resolution of any such dispute or disputes shall be in San Mateo County, California.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

Provider

City

28. VENUE. Provider agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Lease is San Mateo County, California.

29. ASSIGNMENT AND NONTRANSFERABILITY. Provider understands and acknowledges that assignment of this Lease is absolutely prohibited without the written consent of City, and any attempt to do so without City's written consent may result in termination of the Lease at the will of City. Notwithstanding the foregoing, City shall grant permission to Provider to contract with other entities or organizations to provide some of the programs at the Premises and/or to sublease the Premises to other entities or organizations for certain hours, subject to prior notice to City. Such use is contingent, in part, upon said sub-user indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Lease. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named as additional insureds. Any insurance policy maintained by a sub-user will be in addition to, and shall not replace, any insurance required of Provider.

30. LIENS AND ENCUMBRANCES. Provider shall have no authority to do anything that may result in a lien or encumbrance against the Premises. Without limiting the foregoing, however, Provider agrees to pay promptly all costs associated with the activities associated with this Lease and not to cause, Lease, or suffer any lien or encumbrance to be asserted against the Premises. In the event that Provider causes, leases, or suffers any lien or encumbrance to be asserted against the Premises related to activities associated with this Lease, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

31. TERMINATION OF LEASE.

a. Default. City or Provider shall have the right to terminate this Lease by written notice to the other party for any default or breach of any term or condition of this Lease by the other party; provided, however, the non-defaulting and non-breaching party must first deliver written notice to the other party of any such default or breach, and if such breach or default exists for more than thirty (30) days after the delivery of such notice without being cured, the non-defaulting and non-breaching party may elect to terminate this Lease by giving written notice of such termination to the defaulting party. Termination shall be effective on the date specified in the notice, which date shall not be less than thirty (30) days nor more than one hundred eighty (180) days following such notice. In addition to termination, the non-defaulting and non-breaching party shall be entitled to pursue any and all other remedies provided by law.

b. City Dissatisfaction. If City and/or Menlo Park community believes Provider has not satisfied community needs with respect to public access, service and program quality, public safety, noise restrictions and/or parking, City may deliver written notice to Tenant of such dissatisfaction and the Parties shall meet and confer within fifteen (15) days of Provider's receipt of such notice. If the matter is not resolved to the City Manager's satisfaction, City may terminate this Lease by giving written notice of such termination to Provider. Termination shall be effective not less than ninety (90) days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within ten (10) days of Provider's receipt of such notice. Upon receipt of Provider's timely appeal, the Council shall place the matter on the City Council agenda and make the final determination with regard to the termination of the Lease and shall give written notice to Provider of such final determination. If the City Council determines the lease should be terminated, termination of the Lease shall be effective not less than ninety (90) days after the date of such notice.

c. Provider's Option. Provider may terminate the Lease at Provider's option upon the occurrence of any of the following:

- Upon the death of Tim Sheepser; or
- Upon the disability of Tim Sheepser, if such disability prevents him from running Provider's business operations for a continuous period of 60 consecutive days; or
- Upon financial hardship, which shall require not less than six (6) month written notice to terminate lease based on financial hardship

Termination shall be effective not less than ninety (90) days after the date of any such notice. In the event Provider does not elect to terminate the Lease as permitted herein, the Lease shall remain in full force and effect for the remainder of the Term, unless subsequently terminated for another cause or event as specified herein.

32. CONDITION OF PREMISES UPON TERMINATION. Upon the effective termination of the Lease, Provider shall restore the Premises to its condition prior to the execution of this Lease, remove all personal property, including furniture, furnishings, vehicles, and equipment, belonging to Provider or Provider's employees, invitees, and agents. Should Provider fail to perform those obligations by the effective termination date, the Parties agree to the following:

- a. Such remaining property shall be deemed abandoned and Provider waives all provisions for disposition of abandoned personal property required by California law including but not limited to California Code of Civil Procedure Section 1980 et. seq. (requiring notice for reclaiming abandoned property and public sale for disposition).

- b. City has the right to take action to remove Provider's personal property. Should City exercise this right, Provider shall be liable to City for:
- the actual cost of this removal, demonstrated by valid receipts and invoices;
 - a fifteen percent (15%) overhead to City for reasonable costs in contracting and supervising the removal work; and
 - any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within ten (10) days of submission of invoice to Provider. If not paid within this time, then interest will be charged at ten percent (10%) or the maximum extent allowed by law, whichever is less.

33. NOTICE. All notices under this Lease shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should City or Provider have a change of address, the other party shall immediately be notified as provided in this section of such change.

Provider

Team Sheeper, L.L.C
Attn: Tim Sheeper
501 Laurel Street
Menlo Park, CA 94025
(650) 369-7946

City

City of Menlo Park
Attn: City Manager
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6610

34. COMPLETE AGREEMENT. This Lease contains the entire agreement between the Parties with respect to the matters set forth herein, and supersedes all prior or contemporaneous agreements (whether oral or written) between the Parties with respect to the matters set forth herein.

35. AMENDMENT. This Lease may be amended only by a written instrument executed by the Parties.

36. AUTHORITY. The individuals executing this Lease on behalf of Provider represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Lease.

37. NO WAIVER. Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. City's receipt of rent with knowledge of Provider's violation of a covenant does not waive City's right to enforce any covenant of this Lease. No wavier by

either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Lease by their officers therein duly authorized as of the date and year first written above.

CITY OF MENLO PARK

By: _____

ATTEST:

City Clerk

TEAM SHEEPER, L.L.C.
501 Laurel Street
Menlo Park, CA 94025

By: _____
Tim Sheeper, Chief Executive Officer

GUARANTY

TIM SHEEPER hereby unconditionally personally guarantees all of the obligations arising or accruing during the term of the Lease and/or arising out of Provider's operation of the Premises. City is not responsible to enforce the terms of the Lease upon TEAM SHEEPER, L.L.C., or to first institute suit, or to pursue or exhaust its remedies against TEAM SHEEPER, L.L.C. TIM SHEEPER shall, without demand, pay City's reasonable attorneys' fees and all costs and expenses incurred by City in enforcing the terms of the Lease and/or this Guaranty.

This Guaranty shall inure to the benefit of City, its successors and assigns, and this Guaranty shall bind TIM SHEEPER, his legal representatives, and assigns.

TIM SHEEPER

Exhibits

- A. Burgess Pool Site Map
- B. Belle Haven Pool Site Map
- C. SOLO Agreement



Date: March 25, 2015

To: Menlo Park City Council

From: Kristin Cox, Parks and Recreation Commission Chair

Re: Quarterly Report to City Council on 2-Year Work Plan

Update on current work plan goals for 2014-2016

1. Research and evaluate the social services and recreation opportunities in the Belle Haven neighborhood in support of the Belle Haven Visioning and Neighborhood Action Plan resulting in diverse, high quality programs meeting the needs of neighborhood residents. Ongoing to January 1, 2016.
 - The Commission received a presentation from the Belle Haven Community Development Fund on the Belle Haven Mini-Grant Program.
2. Research and evaluate opportunities to support and increase arts program offerings for the community resulting in residents having a greater exposure to the arts and improved partnerships with new and existing arts groups and venues. Ongoing to January 1, 2016.
3. Study and evaluate City operated parks to ensure their short and long term vitality resulting in park structures and flora being properly maintained; parks being utilized by the community with greater frequency; and ensuring a proper balance of park usage and long term conservation. Ongoing to January 1, 2016.
 - The Commission reviewed and considered a proposal from the Menlo Park Historical Association for the installation of storyboards at Fremont Park. The Commission accepted the proposal and recommended that City staff work with the Association on the installation of two storyboards which would cost approximately \$2,000 each. The Association would be required to work with the City's Public Works Department and coordinate the proposed project.
 - The Bedwell-Bayfront Park Sub-Committee which is composed of members of the Commission and Friends of Bedwell-Bayfront Park have been meeting to discuss concerns regarding on-going park maintenance, security and rule enforcement, and long-term park usage. The sub-committee met with City staff to discuss current park maintenance contracts which are set to expire, a proposal for a park master plan and the long-term sustainability of the park. The Commission supports moving forward

with a park master plan and plans to submit a proposal to the City Council to address these concerns at a later date.

- The Commission received a presentation from the San Mateo County Parks and Rec Department on the status of the County's Flood Park. The County expressed interest in a partnership with the City in helping manage the park and shaping its future. The County is doing a master plan for the park and would like the Commission and the City to help in informing residents to get their input into the process.

Other areas and issues addressed by the Commission:

- The Commission reviewed and approved the existing field user groups for FY 2014-15.
- The Commission reviewed and provided feedback on the proposed CIP for FY 2015-16 and their feedback included:
 - a. Prioritization of the restroom projects at Jack Lyle and Willow Oaks Park. On their parks tour in July 2014, the Commission indicated that both of these parks need public restroom facilities given the high usage by residents and field user groups that serve youth sports programs.
 - b. The field condition and irrigation issues at Nealon Park Softball Field are a major concern for the Commission. Commission is supportive of relocating the existing dog park at Nealon Park to another location in the park if possible and timing the relocation along with the Sod Replacement project that is being proposed for Nealon in FY 2015-16. A new Dog Park with expanded hours and amenities is highly desirable while helping to preserve a highly used softball field by youth and adult field user groups.
 - c. The Commission recommends that the scheduled renovation of the Willow Oaks Dog Park be timed with the construction of a new Dog Park at Nealon. The Commission recommends some type of low profile lighting for the Willow Oaks Dog Park be included as amenity to the park.
 - d. Belle Haven Pool lighting project is a high priority given the increased usage of the pool year round by Menlo Swim and Sport and Brenda Villa's Water Polo Teams.
- The Commission received a presentation regarding recreational programing for disabled adults from Noria Zasslow, a former Parks and Recreation Commissioner who suggested recreational resources and opportunities for disabled adults or those with special needs is limited in Menlo Park. The Commission plans to work with City staff to determine the level of demand and significance of this issue, best practices in other Cities and determining the need for an Inclusion Policy for adults.
- The Commission received the Aquatics Contractor Annual Report and a presentation by Menlo Swim and Sport. During the meeting the Commission reflected and discussed the performance of the pool contractor and the possibility of recommending a renewal of the lease agreement to City Council in lieu of an extensive RFP process. The discussion in the meeting included an overview of the RFP process, weighing the pros and cons of a lease extension versus a complete RFP process, a review of the annual report and current contractor's performance, a

question/answer session and preliminary discussion about potential terms of a new lease agreement.

DRAFT

Memo

To: Parks and Recreation Commission

From: Derek Schweigart, Community Services Manager
Brian Henry, Public Works Superintendent
Heather Abrams, Environmental Programs Manager

Date: March 25, 2015

Re: Sports Fields and Water Conservation

The rain season is about to end and the ongoing drought continues to be a major concern for the City and rest of California municipalities. Last summer the City began implementing stricter controls over watering and irrigation of sports fields and other turf areas that the City maintains. Residents have seen a number of signs posted up in these areas educating residents on the City's compliance with the Menlo Park Municipal Water District's Mandatory Water Restrictions. These restrictions include:

- Potable water shall not be applied in any manner to any driveway or sidewalk, except when necessary to address immediate health or safety concerns.
- Potable water shall not be used to water outdoor landscapes in a manner that causes runoff onto non-irrigated areas, walkways, roadways, parking lots, or other hard surfaces
- Hoses must be equipped with a shut-off valve for washing vehicles.
- Use only re-circulated or recycled water to operate ornamental fountains.
- Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period.
- Restaurants and other food service operations shall serve water to customers only upon request.

The City's goal is to educate on water use and ways to conserve, however, for repeat violators, the Menlo Park Municipal Water District may impose fines, if necessary, to prevent future water waste. To learn more about the drought and the ways the City is doing its part visit www.menlopark.org/drought or email water@menlopark.org.

In the meantime, the City is closely monitoring the condition of all sports fields. The irrigation was reduced during the winter as usual, but as we begin to

transition to the dry season the City is back on the regular, night-time irrigation schedule. Park irrigation has been turned off along edges of turf, allowing grass to brown, but this action is only expected to have minimal impact on the sports fields.

Memo

To: Parks and Recreation Commission
From: Derek Schweigart, Community Services Manager
Date: March 25, 2015
Re: Director's Update and Announcements for March 2015

1. Summer Camp Fair

The Community Services Department hosted its 2nd Annual Summer Camp Fair at the Arrillaga Family Recreation Center on Friday, March 6th from 6pm-8pm. The Fair featured food and crafts, a petting zoo, a raffle for a free week of camp and a job listing summer job opportunities in the Community Service Department. Parents registering for the department's summer camps received a 10% discount. A number of our contracted partners who offer summer camps participated as well. The fair was an even bigger hit with parents this year with 20% increase in revenue received over the event last year.

2. Gymnastics

Preschool Gymnastics classes continue to fill up this session with only a few spaces available in some classes. Spring registration is on-going with nearly half of those classes already full. The Birthday Party program continues to be popular with families with all dates booked through June.

The Menlo Sparks Teams are off to a great start for the spring season. Recently at the Girls Winter Invitational, Alexa Thomases our level 6 optional gymnast placed 3rd all-around and first on vault. The girls also completed in the Spirt of the Flame meet where the level 3's took second place team award and Erica Norton 2nd all-around. Next up is Pot O' Gold meet on March 21-22. The boy's team regular season is over and 6 boys are going to State Championships that will be held in Emeryville and Oroville.

3. Menlo Children's Center

The Staff of the Menlo Children's Center attended the NAEYC (National Association for the Education of Young Children) Conference in Sacramento on March 6-7. The theme of this year's conference was Early Care and Education at the Crossroads. Each of the staff members attended workshops that addressed Classroom Curriculum Enhancement, Special Needs Awareness, and Advocacy in the Child Development Field. Staff returned to MCC with great ideas and incentives to make enhancements to

each of their classrooms and throughout the Center as a whole. The MCC Staff connected with local programs to become more involved in Early Childhood Events along the Peninsula. The MCC Parent Action Committee helped to make this trip possible. The PAC group contributed \$1,000 to this MCC training, paying for 90% of the lodging needed for 12 staff members to attend the 2 day conference.

Grazing goats have recently been spotted between the Gatehouse and the [Menlo Children's Center](#) as part of an eco-friendly way to clear the overgrown ivy plants. The City regularly uses goats to clear weeds at Sharon Hills Park, but this is the first time they have been used on the Burgess campus near City Hall. The goats arrived on Tuesday, March 3rd and remained for a week. The children from the MCC had the opportunity to meet Princess, one of the largest and friendliest goats of the herd.

4. Menlo Park Senior Center

On February 27th, the Senior Center celebrated Black History Month with its Annual Gospel Festival. The event has grown in popularity over the years and has become one of the biggest events the Center hosts. The event featured a poetry reading by local poetess Kalamu Chache and live music by the Center's own Felton Bookter. The event was well received again this year with over 90 seniors in attendance, 10 volunteers and 16 volunteer performers which helped to create a vibrant atmosphere filled with good music and energy. The seniors were very appreciative of staff efforts and shared their positive feedback.

5. Arrillaga Family Recreation Center

Tot Lot is a drop-in toddler program at the Arrillaga Family Recreation Center which provides a great opportunity for parents, grandparents, and caregivers to bring toddlers (ages 1-5) to play in a clean and safe environment. The nominal \$5.00 per child drop-in fee provides access to various play equipment, jumpers, balls, and more! (Adult attendance is required). Tot Lot is open every Thursday, except during holidays or special events. The program started small, but has now grown to at least 30-40 participants per week. Each week is themed and the popular bounce houses are a staple of the program. Parents get to mingle as the Tot Lot becomes a club of sorts with play dates being set and new friends being made.

6. California Parks and Recreation Society Conference

On March 11-13, a number of Community Services staff had the opportunity to attend the Annual CPRS Conference in Sacramento California. CPRS is a professional association for Parks and Recreation professionals. The theme this year was "Superheroes Get Great Results" and was highlighted by some keynote speakers, numerous workshops on relevant topics and an exhibit hall with tons of resources and networking opportunities. The training is a great opportunity for staff to recharge their batteries and come back with valuable information to share and to apply to their various program areas.