



## REGULAR MEETING AGENDA

**Date:** 6/27/2018  
**Time:** 6:30 p.m.  
**Arrillaga Family Gymnastics Center**  
**Multi-purpose Room**  
**501 Laurel St., Menlo Park, CA 94025**

### **A. Call To Order**

### **B. Roll Call**

### **C. Public Comment**

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. 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.

### **D. Presentations and Proclamations**

- D1. Review and provide feedback on the Aquatics Contractor Annual Report ([Staff Report # 18-009-PRC](#))
- D2. Presentation on the 2018 Park and Recreation Trends

### **E. Regular Business**

- E1. Approve the Parks and Recreation Commission minutes for the meeting of May 23, 2018 ([attachment](#))
- E2. Discuss and prepare for the City parks and facilities tour scheduled for July meeting
- E3. Review and approve the Commission quarterly report to the City Council and the proposed Commission Goals for 2018-2020 ([Staff Report # 18-010-PRC](#))

### **F. Reports and Announcements**

- F1. Commissioner Report (Laura Lane)
- F2. Community Service Director's update and announcements ([Staff Report # 18-011-PRC](#))

### **G. Informational Items**

- G1. Playground Update ([Staff Report # 18-012-PRC](#))

### **H. 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.

At every Special Meeting of the Commission, 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 consideration of the item.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the City Clerk's Office, 701 Laurel St., Menlo Park, CA 94025 during regular business hours.

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## STAFF REPORT

### Parks and Recreation Commission

**Meeting Date:** 6/27/2018

**Staff Report Number:** 18-009-PRC

**Presentation:** Review and provide feedback on Aquatics Contractor Annual Report

### Recommendation

City staff recommends that the Parks and Recreation Commission receive and provide feedback on the Aquatics Contractor Annual Report.

### Policy Issues

The current contractor agreement with Team Sheeper, Inc. (known as Menlo Swim and Sport) requires an annual presentation each year to the Parks and Recreation Commission.

### Background

The contractor agreement with Team Sheeper requires an annual presentation each year to the Parks and Recreation Commission reporting on:

- Total program hours by program area
- Participation statistics by program area including resident and non-resident percentages
- Customer satisfaction survey results
- Pool schedule and allocation by program for previous year and projections to the upcoming year
- Fees by program area and fee comparison to other public pools in the region
- Annual audits and reviews demonstrating standards of care, outlined in the agreement are met
- Risk management documentation, outlined in the agreement are met
- Training certifications listed by staff member

Since entering into a public/private partnership with the City of Menlo Park in 2006, Team Sheeper's unique business model allows them to promote healthy, balanced lifestyles through aquatic sports and outdoor family activity. In cooperation with the City of Menlo Park, Team Sheeper makes full use of the City's aquatic facilities by providing a proactive model of sports and aquatic programming. There are few, if any, municipally-owned pool operations on the Peninsula that compare to what is offered at the Burgess Pool in terms of the number of hours, level of convenience or breadth of programming. One example is the availability of lap swim in Menlo Park. Most pools, such as Rinconada in Palo Alto, Eagle Park in Mountain View or Herkner in Redwood City offer set times for individuals to do Lap Swim such as 6-9 a.m. in the morning and 6-8 p.m. in the evening, which works for some customer's schedules but not for all. At Burgess Pool, Lap Swim is available anytime during the day when the pool is open. It is estimated that there are more than 475,000 visits to the Burgess Pool facility, and 16,500 visits to the Belle Haven Pool facility on an annual basis.

Team Sheeper's approach has enabled it to offer a broad and diverse range of programming that includes such activities and programs as:

- Aquafit
- Multi-sport day camps
- Lap Swim, Open swim
- Master Swim
- Water Polo
- Competitive swim
- Swim School
- Personal and triathlon training

Its business model also makes use of numerous partnerships for success. Through its partnership with Facebook and the City, Team Sheepier has been able to maintain year-round operations of the Belle Haven Pool. A significant partnership with the Beyond Barriers Athletic Foundation (BBAF) has helped to bring swim lessons and water polo coaching to lower income youth in Belle Haven and the East Palo Alto communities.

## **Analysis**

2017 was a challenging year for Team Sheepier and the partnership with the City of Menlo Park. Volatile market conditions where the costs of doing business became significantly higher, particularly in recruiting, hiring and retaining low wage staff which make up a significant cost of pool operations. Other important costs which have also increased significantly have been utilities and chemicals. 2017 also saw declines in summer swim school and youth swim participation, two of the highest revenue generating programs which allow for an accumulation of reserves to support costs in leaner winter months when overall participation at the pools decline.

In 2017, the challenges can be summarized over five main issues:

1. Increasing challenge and cost to recruit and retain an adequate number of staff to implement comprehensive aquatic programming.
2. Increasing costs of labor, especially at the entry level positions.
3. Declining enrollment in two major program areas (swim school and team) and with recreational/casual users.
4. An aging Burgess Pool infrastructure and mechanical support systems leading to higher costs for maintenance and repair.
5. Protracted agreement negotiations with City of Menlo Park.

The complete Aquatics Contractor Annual Report (Attachment A) demonstrates some of the challenges experienced in 2017 through the evaluation of a number objective number comparisons from the previous year.

However, even with the challenges presented to the pool operations this past year, Menlo Swim and Sport continues to achieve excellent results from their customer satisfaction surveys as they have over the past 7 years of reporting.

## **New Aquatics Contractor Agreement**

Over the past two years, City staff has negotiated with Team Sheepier on a renewal of the current lease with

no major changes to most components of the lease agreement regarding reporting, safety standards, program mix, insurance, customer service standards and more. Recommendations were made largely on operating experience over the past five years and from feedback received by the Council and the Parks and Recreation Commission. Audits of the pool infrastructure at both Burgess and Belle Haven Pools caused delays in coming to terms on a lease that would accurately reflect the actual costs of maintaining the aging infrastructure. Earlier in 2017 staff reached an impasse with Team Sheeper over some material terms such as rent, repair and replacement expenses, and pass through of certain operating expenses, like sewer charges.

In September 2017, Team Sheeper informed City staff that they were no longer interested in operating the pools under the current lease agreement model and wanted to seek a more common private-public partnership. Under this contractor model, the City and the service provider would share a percentage of the revenue generated from programs and services. The contractor is responsible for all direct expenses related to programming including direct labor, liability insurance, workman's compensation, health insurance, supplies, marketing and promotion. The City owns responsibility of its facility including capital replacement, repairs and maintenance.

On September 26, 2017, the Council authorized City staff to extend the current lease agreement to January 31, 2018 and later to March 31, 2018 with requested modifications from Team Sheeper that included City provision of pool maintenance and repairs, utilities, chemicals and a waiving of the rent payment. This would allow staff time to develop terms for a new revenue sharing model that would maintain the current level of service and be sustainably for the short and long term.

With City Council direction, staff worked with Team Sheeper to develop the new model for the operation of the pools. Moving away from the lease model to a contractor model, the City and the service provider share in a percentage of the revenue generated from programs and services. Given what was learned this past year on impacts to the aquatics business, a revenue share model will help reduce the uncertainty and volatility of an operation that is highly impacted by market conditions including changes in enrollment and increasing operating costs. Other municipally operated pools typically absorb these impacts with their General Fund, acknowledging the low cost recovery possibilities of aquatics programs. The revenue share model allows the City to recover some of its costs and reduce its subsidy while providing incentive to the provider to maximize potential growth benefitting the City's bottom line while increasing service levels to the community. The model preserves much autonomy for the provider, which minimizes inefficiencies leading to lower returns and ultimately impacting the City's revenue share.

Additional analysis and summary of the agreement terms can be found in the Professional Services Agreement City Council Staff Report on March 27, 2018 (Attachment B).

### **Impact on City Resources**

In the new agreement the City is responsible for its pool facilities and assumes maintenance at all expense levels including mechanical and facility repairs, custodial and landscaping services, utilities (water, sewer, electricity, gas, telephone, and internet), pool chemicals and facility supplies. These expenses are estimated to cost the City approximately \$381,000 annually for both Burgess and Belle Haven Pools.

### **Environmental Review**

This item does not require environmental review.

**Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Aquatics Contractor Annual Report to the Commission June 27, 2018
- B. Professional Services Agreement with Team Sheeper, Inc. City Council Staff Report March 27, 2018

Report prepared by:  
Todd Zeo  
Recreation Supervisor



# Menlo Swim and Sport

Annual Report to the City of Menlo Park

June 20, 2018

## **Menlo Swim and Sport TOC**

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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 aspires to make full use of the facility by providing premium level sports and aquatic programming.

It is estimated that there are more than 475,000 visits to the Burgess Pool facility, and 16,500 visits to the Belle Haven Pool facility on an annual basis.

As we began our 11th year of the partnership with the City of Menlo Park, the business had high hopes and expectations to be able to build on our experience and knowledge in the aquatic space and have one of our most successful years to date. But, changes in our business environment and our surrounding community and culture led to 2017 being one of the most challenging years of facility and program operation in our company's history.

The business was predominantly challenged by five main issues:

1. Increasing challenge and cost to recruit the adequate volume of staff members to implement our full historical aquatic programming.
2. Increasing costs of labor, especially at the entry level positions.
3. Declining enrollment in our two main programs and in our recreational/casual users.
4. Declining condition of Burgess aquatic facility infrastructure and mechanical support systems.
5. Protracted agreement negotiations with City of Menlo Park leading to partnership instability in Menlo Park, which pressed for the diversification of the company.

This ensuing report will be able to demonstrate all that has been mentioned, through evaluating the objective number comparisons from the previous year. What cannot be shown is the struggles that the company and it's supporting staff went through to produce another year of high quality aquatic operations for the community.

It was not until the end of first quarter of 2018 that an official medium-term agreement between Team Sheep Inc. and the City of Menlo Park was finalized. The new agreement is a departure from the model followed in the previous 11 years. It is because of this new partnership model that we are able to agree to continue operations until 2020.

Little mention in past annual reports has been put on the number of staff members employed by Menlo Swim and Sport. I felt it important that there is a solid understanding of the magnitude of the operation and what is required to produce the scope of programs and services that is enjoyed by the community on a year-round basis.

For the business to offer this unprecedented high level of community service a great deal of well trained and well-intentioned people come together to form the aquatics management team. The Burgess and Belle Haven aquatics operations depends on a total of approximately 235 employees per year, Full-time year-round, 25; Part-time year-round, 94; and Seasonal employees, 115.

The staffing burden and the effort that is put into recruiting, processing, scheduling, training, managing and compensating these staff members is immense because we are a year-round business, and we wildly expand our services to meet community demands during the summer months.

Amidst the ensuing internal challenges and chaos this past year presented our staff was completely willing and able to deliver programming that the community needed, wanted, enjoyed and raved about. Our customer satisfaction surveys were as glowing and positive as the past 7 years of reporting.

There is a greater optimism as our company wades through the middle of 2018. We have evolved our recruiting processes, we are working on adapting to the higher costs of labor, we are optimistic that our program volumes will restore themselves in time, and we have a new arrangement with the City of Menlo Park who is now addressing a long list of facility repairs and upgrades.

Menlo Swim and Sport continues to serve Menlo Park by providing swimming instruction, recreation, exercise, therapy and competitive sports to the deserving Menlo Park community.

Regards,

Tim Sheepen  
Chief Executive Officer  
Team Sheepen, Inc.  
DBA Menlo Swim and Sport

# Total Amount of Program Hours by Program – Burgess

Menlo Swim and Sport has 94 operational hours per week during the non-summer season, and 97 hours during the summer season. Within those operational hours the following programming is provided at the Burgess Pool Facility:

BURGESS POOL PROGRAMMING – 2017	
Program	Program Hours
Aqua Fit	14 hours per week
Camp Menlo	45 hours/week (summer and school holidays)
Lap Swim	84 hours per week - fall and winter 86 hours per week - spring and summer
Masters Swimming	19 hours per week
Masters Water Polo	3.5 hours per week
Menlo Fit/Boot Camp	10 hours per week
Menlo Aquatics Youth Team	15 hours per week
Open Swim	36.25 hours per week - fall and winter 54 hours per week - spring and summer
Personal Training	20 hours per week
Swim School - Youth	50 hours per week
Triathlon Team - Adult	18 hours per week
Water Safety Classes	37.5 hours per quarter
SOLO Aquatics	7.5 hours per week
Team in Training (TNT)	3.5 hours per week
Underwater Hockey	4 hours per week

## Total Amount of Program Hours by Program – Belle Haven

Menlo Swim and Sport has 22 operational hours per week during the non-summer season, and 53 hours during the summer season. Within those operational hours, the following programming is provided at the Belle Haven Pool Facility:

BELLE HAVEN POOL PROGRAMMING – 2017	
Program	Program Hours
Menlo Mavericks (Water Polo)	12 hours per week
Lap/Open Swim	20 hours per week (non-summer) 32 hours per week (summer)
Personal Training	2 hours per week (non-summer) 4 hours per week (summer)
Swim School – Youth	6 hours per week (spring/fall) 14 hours per week (summer)
Swim School – Adult	4 hours per week (fall)

# Participation Statistics by Program – Burgess

BURGESS POOL PARTICIPATION STATISTICS			
Program Area	2016 Participation	2017 Participation	Explanation
Aqua Fit	102 active online memberships Approximately 66 drop-ins per year.	94 active online memberships Approximately 75 drop-ins per year	
Camp Menlo	1,400 participants/annually	1,400 participants/annually	
Lap Swim	18,497 drop-in customers Approximately 356 customers with monthly lap swim memberships	15,971 drop-in customers Approximal 343 customers with monthly lap swim memberships	
Masters Swimming	325 active members	325 active members	Stable long term program
Masters Water Polo	18 active members	19 active members	
Menlo Fit/Boot Camp	65 active members	45 active members 7 drop-ins per year	Program fighting for existence
Menlo Aquatics (Year-round Team) Menlo Mavericks (Summer Team)	Year-round Team: 330 Summer Team: 80	Year-round Team: 300 Summer Team: 67	
Open Swim Drop-In and Summer Family Passes	25,000 drop-in customers 54 Summer Swim Passes	21,400 drop-in customers 120 Summer Swim Passes	Fewer open hours of mainly the baby pool during the spring, early summer and fall due to inadequate staff levels
Personal Training	Approximately 180 hours per month	Approximately 300 hours per month	
Swim School - Youth	Approximately 1,550 students per week, or 78,000 lessons annually	Approximately 1100 students per week, or 55,000 lessons annually	Major program of the aquatic center
Triathlon Team - Adult	50 members	60 members	

Water Safety Classes	233 certifications	132 certifications	Loss of Certified Lifeguard Instructors
SOLO Aquatics	Estimated at 80 members	Estimated at 80 members	
Team in Training (TNT)	100 - 150 people per quarter	50 - 75 people for 2 quarters	Declining program enrollment

# Participation Statistics by Program – Belle Haven

BELLE HAVEN POOL PARTICIPATION STATISTICS		
Program Area	2016 Participation	2017 Participation
Lap Swim – Members	7 per week - year-round	15 per week year-round
Lap Swim - Drop In	13 per week - year-round	14 per week year-round
Menlo Mavericks (Water Polo)	47 per week - year-round	40 per week year-round
Open Swim - Drop In	78 per week year-round average	45 per week year-round average
Swim School – Youth	90 per week - summer 24 per week - spring 12 per week - fall	95 per week - summer 8 per week - spring 5 per week - fall
Swim School – Adult	6 per week - fall	12 per week - summer 4 per week - spring 11 per week - fall
Facebook Members	276 members total with 36 using the facility per week	274 members total with 38 using the facility per week

# 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 2017, which was made available online only for Burgess, and online and via paper at Belle Haven. Links to the online survey were provided to facility users via the Menlo Swim and Sport monthly newsletter. One hundred and twenty-five people responded to the survey for Burgess Pool and twelve people responded to the survey for Belle Haven Pool and are documented in the appendix at the end of this report.



## 2017 Operating Challenges:

Most of the challenges that came to be in 2017 were not unknown or surprising to the company. The company had been preparing for and fighting the uphill battle of hiring the adequate volume of staff on a year-round basis along with the higher costs for that labor. The Company had also become accustomed to finding “work-arounds” when dealing with the fast-aging aquatic facility and the supporting buildings. The extremely high customer usage was taking a toll on the facility, however with creative methods and increased manual maintenance methods, we were able to sustain a high level of operation with minimal pool closures.

What the company did not plan for, nor had it ever experienced, was a simultaneous decline in the top 3 revenue producing programs; swim school, youth swim team, recreation swim.

The equation of: rising operating costs + lower program revenue + decaying facility + ongoing discussions placing more demands on the company = A need for big change to the agreement before a full facility closure became imminent.

The Company has prided itself on being lean, nimble and resilient. The Company had always been able to work out of problems and had risen to the expectations of the community and the demands of our partner the City of Menlo Park. However, 2017 was the year where we were just too lean, too fatigued and too short on stored financial resources. We had been pushed too far for too long and needed to begin to search out a different path, in order to have any chance of survival in Menlo Park.

Fortunately for all, the City Staff took a deep dive into the operation to see where there was need for assistance and a need for change. Hence, an agreement was entered into on April 1, 2018 through August 31, 2020. The changes in the agreement model allows both the Company and the City to determine if this is the best path to follow for the health of the aquatic community service.

### 1. Increasing difficulty and cost of recruiting staff members:

#### *Number of staff hired in Menlo Park operations:*

2015 – 85

2016 – 77

2017 – 96

#### *Menlo Park Unemployment Rates:*

2015 – 2.4%

2016 – 2.4%

2017 – 2.1%

#### *Menlo Park Head Count by Year*

As of 12/31/15	EmpTotal	As of 12/31/16	Emp Total	As of 12/31/17	Emp Total
Full-Time	21	Full-Time	21	Full-Time	23
Part-Time	104	Part-Time	96	Part-Time	101
Seasonal	83	Seasonal	104	Seasonal	93
Total	208	Total	221	Total	217

*Average cost per hire: (includes recruiting, advertising, pre-employment drug/TB testing, background screening and onboarding).*

2015 – \$651.42

2016 – \$621.02

2017 – \$800.92

2. Increasing costs of labor:

*Our starting minimum wage:*

2015 – \$9.00 per hour  
2016 – \$11.00 per hour  
2017 – \$13.00 per hour

3. Declining enrollment and revenues in our main programs and in our recreational/casual users.

*Swim School Annual Enrollment/Lessons:*

2015 – 64,000  
2016 – 62,000  
2017 – 55,000

*Swim School Annual Revenues:*

2015 – \$1,358,000  
2016 – \$1,387,000  
2017 – \$1,177,000

*Youth Swim Team annual enrollment*

2015 – 345 average enrollment per month  
2016 – 330 average enrollment per month  
2017 – 300 average enrollment per month

*Youth Team Annual Revenues:*

2015 – \$282,000  
2016 – \$312,000  
2017 – \$272,000

*Lap/Open Swimmers Per Year:*

2015 – 48,160 drop-ins, 4,280 Monthly Memberships  
2016 – 46,660 drop-ins, 4,530 Monthly Memberships  
2017 – 37,380 drop-ins, 4,180 Monthly Memberships

*Lap/Open Swimmers Revenue Per Year:*

2015 – \$437,000  
2016 – \$441,000  
2017 – \$399,000

4. Declining condition of Burgess aquatic facility infrastructure and mechanical support systems.

*Number of major repairs, upgrades or replacements made in 2017:*

10

*Number of shut-down days due to degraded parts:*

7

*Number of major repairs due in the next 12 months:*

3

5. Reaching a new operating agreement with the City of Menlo Park

*Expiration date of previous agreement:*

May 2016

*Date of new agreement:*

April 2018

*Length of time working on the new agreement:*

3+ years and 4 agreement extensions from City Council

*Major discussion points:*

Unsustainability of first two original agreements

Because of the instability of securing a sustainable operating agreement in Menlo Park, Team Sheepster diversified into agreements with other Cities to ensure long term viability, but at the same time stressing the systems that were in place. Currently the Menlo Park operations are regaining its balance, and the Company is exploring new methodology and techniques that will allow the Company to evolve and thrive in these changing times.

# Lane Rate Rental Fee Comparison

Location	Per Hour Lane Rental Rate
Saratoga High School Pool	\$2.87 to \$5.56
Los Gatos High School Pool	\$4.12 to \$6.25
Eagle Park Pool (City of Mountain View)	\$5.50 to \$58.00
Sequoia Union High School District	\$8.57* to \$10.70
Fremont High School Pool (Sunnyvale)	\$13.00 to \$17.00
Terman Middle School	\$13.33
<b><u>USA Swimming - National Average</u></b>	\$14.00
Foothill College	\$15.00* to \$18.75
Camden Community Center (City of San Jose)	\$16.00
Burgess Pool (City of Menlo Park)	\$16.00 to \$24.00
Belle Haven Pool (City of Menlo Park)	\$20.00
Burlingame High School Pool (City of Burlingame)	\$20.00

\*A lower non-profit rate is usually given to non-profit organizations. All data from 2017.

# Pricing Structure – 2017

Registration for adult programs continued with a simplified pricing structure. Patrons had 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.

2017 - MENLO SWIM AND SPORT MONTHLY PRICING LEVELS			
Level 1	Level 2	Level 3 All Access Silver	Level 4 All Access Gold
\$58	\$83	\$125	\$175
<b>Select One:</b> <ul style="list-style-type: none"> <li>• Lap &amp; Open Swim</li> <li>• Tattersols Women's Running Team</li> </ul>	<b>Select One:</b> <ul style="list-style-type: none"> <li>• Aqua Fit Water Exercise</li> <li>• Masters Swim</li> <li>• Menlo Mavens Water Polo</li> </ul>	<b>Access to All Level 1 and Level 2 programs</b> <p>Except:</p> <ul style="list-style-type: none"> <li>• Boot Camp</li> <li>• Triathlon</li> </ul>	<b>Access to all Level 1 and Level 2 programs</b> <p>Including:</p> <ul style="list-style-type: none"> <li>• Boot Camp</li> <li>• Triathlon</li> </ul>

- 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 Monday through Friday in order to keep up with the high volume of daily visits.

The company employs a human resources director 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. 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, monthly meetings are held to address:

1. Injury and Illness Prevention Program (IIPP)
2. Confined Space Program
3. Emergency Action Plan
4. Hazardous Materials Business Plan Development (Burgess & Belle Haven Pool)
5. Exposure Control Plan (e.g. blood borne 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. PPE Hazard Assessment

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.

We have had a full facility audit with Total Aquatic Management in February 2018 and passed with an outstanding ranking.

# 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 and 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 200 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, Head of Operations, Director of Human Resources as well as managers for the following positions: customer service, athletic programming (e.g. swim school, camps), lifeguard, and marketing. The company 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.

## New Hire Training

During the new employee onboarding process, employees are provided with training in the following areas:

- Harassment Policy
- Workers Compensation
- Workplace Violence
- Work hours, lunch and breaks
- Vacation and sick leave
- Injury and Illness Prevention Plan
- Emergency Action Plan

Each department has a very specific training program and checklist for all newly hire employees.

# Lifeguard Training

In 2017, the lifeguard staff was required to attend a minimum of eight in-service trainings. Seasonal staff attends two to three depending on their length of employment. Menlo Swim and Sport offered 24 in-service trainings throughout the year. These training sessions are two hours in length and cover topics such as customer service, first aid, CPR/AED, lifeguard skills and general Menlo Swim and Sport policy review.

In addition to the training, lifeguards received the following audits to evaluate their skills: surface scanning (monthly), bottom scanning (quarterly), CPR/AED, first aid (quarterly). New lifeguards are required to complete a two-hour orientation and shadow shift. All staff lifeguards are required to renew their certifications every two years.

## Certifications

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

**Swim Coaches:** American Swim Coaches Association (ASCA), USA Swim Coach, Lifeguard, Automated External Defibrillator (AED), Crossfit Level 1,

**Water Polo Coaches:** Lifeguard, CPR/AED and First Aid, USA Water Polo Coach

**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)

## 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. The goal of Menlo Swim and Sport is to provide 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.

**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 10 weekly classes of boot camp with experienced and trusted instructors who provide a variety of cardio interval training routines.

**Menlo Aquatics (Swim and Water Polo):** The Menlo Aquatics is a year-round youth 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.

**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 sports, 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 Sheepier is a full-service multi-sport organization providing coaching and training to athletes of all levels and ages.

# Special Events and Accomplishments

## **BURGESS POOL**

### **Can-Do Challenge 2017**

The Can-Do February Challenge has been a team tradition for nearly 20 years. The goal for each Menlo Masters member is to swim 50,000 yards during 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 is then donated to a local food bank, along with a monetary donation from Menlo Masters based on the number of cans collected. The funds and cans go to the Brown Bag Lunch Program through the Menlo Park Senior Center Family Giving Tree

2017 was the tenth 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 and donate several hundred dollars to the underserved community.

### **Kid's Triathlon**

July 2017 - 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 350 children participated in the race.

### **Underwater Hockey**

Menlo Swim and Sport partnered with Club Puck to begin offering USA Underwater Hockey at the Burgess Pool. We currently have 4 hours of pool time per week allocated to this program, along with periodic tournaments and training camps.

### **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:

- Little Hands Pre-School
- Bing Pre-School
- Phillips Brooks School
- Nativity Catholic School
- Nueva School
- Orion Alternative School
- City of Menlo Park Downtown Fitness Extravaganza
- Menlo Park - Atherton Education Foundation
- North Star School
- San Carlos Educational Foundation
- Menlo Park Library Project Read
- City of Menlo Park Summer Concert Partnership

## **BELLE HAVEN POOL**

### **Facebook Adult Swim Lessons**

Offered 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.

# Charitable Organizations

## **Beyond Barriers Athletic Foundation (BBAF)**

Thanks to the continued support of BBAF, the 2017 Belle Haven Swim School was able to provide a total of 2,900 swim lessons that included spring and summer lessons. Our water polo team has remained steady with 40 members that include a boys and girls 14 and under, 12 and under and a 10 and under co-ed group.

# Conclusion

2017 presented difficult issues that needed to be addressed, such as ownership of responsibilities and unsustainable agreements that for years had been getting overlooked, postponed and “swept under the rug”.

The difficult and lengthy negotiation talks between Team Sheeper and City of Menlo Park revealed that an agreement entered into during one decade may not always be the best for either party moving into the following decade. Businesses and times evolve, and operating agreements also need to change for survival.

The Community Services and Public Works departments have re-engaged their commitment to the community's aquatic needs by adopting the new agreement entered into in April of this year and demonstrating their partnership with Menlo Swim and Sport by planning, working on, or completing repairs and upgrades to the facility that were in need but were dormant under the previous agreement due to the financial constraints of Menlo Swim and Sport. The recent upgrades include:

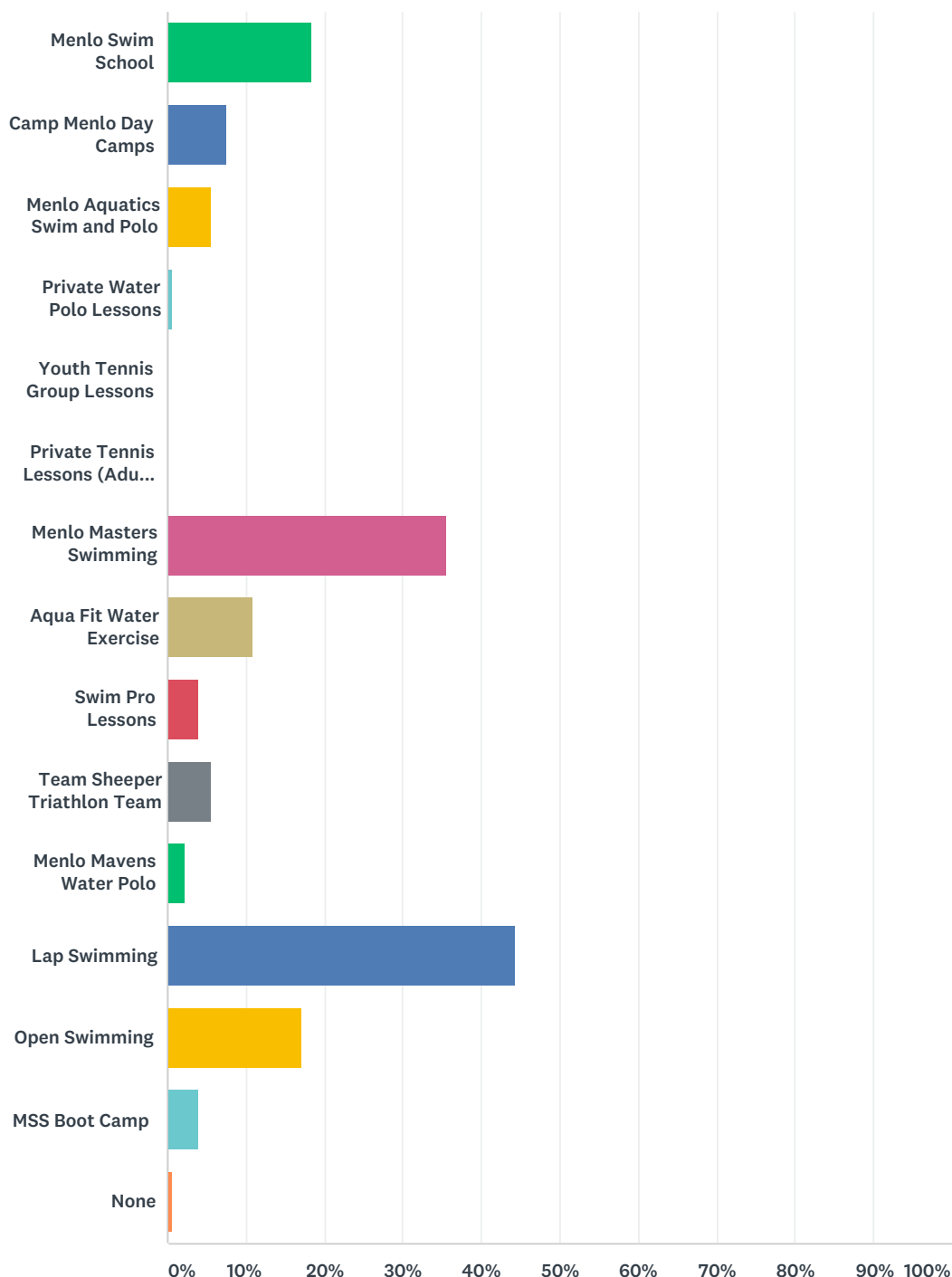
- a. Bathroom and locker room wall water leak damage repair
- b. Installation of new premium heater on instructional pool
- c. Installation of new computer operating systems on all three pools
- d. Repairing internal pool lights on all pools
- e. Repairing circulations valves on all three pools
- f. Upgrading the filtration systems on all three pools
- g. Repairing entry doors to the facility
- h. Upgrading phone and internet services to the aquatic facility
- i. Upgrading current water quality by replacing a majority of the existing water base
- j. Assisting in storage and care of seasonal dome structure
- k. Plans for installing a new water pH controlling system

This unprecedented scope of repairs and upgrades to the facility will pay dividends towards community usage for years to come. The ability of Menlo Swim and Sport to operate a functional and updated facility has made it more enjoyable and safe for the community.

The staff for the City of Menlo Park has worked diligently to put Menlo Swim and Sport in a position to continue working on its strength which is offering premium programs and services to the community at large. The new agreement is one thing, but it is the new understanding that it is through a true partnership that high-quality services can be delivered for the long term... and that is the desire of both parties.

## Q2 In 2017, which Menlo Swim and Sport program(s) did you and/or your family participate? (Choose all that apply)

Answered: 174 Skipped: 0



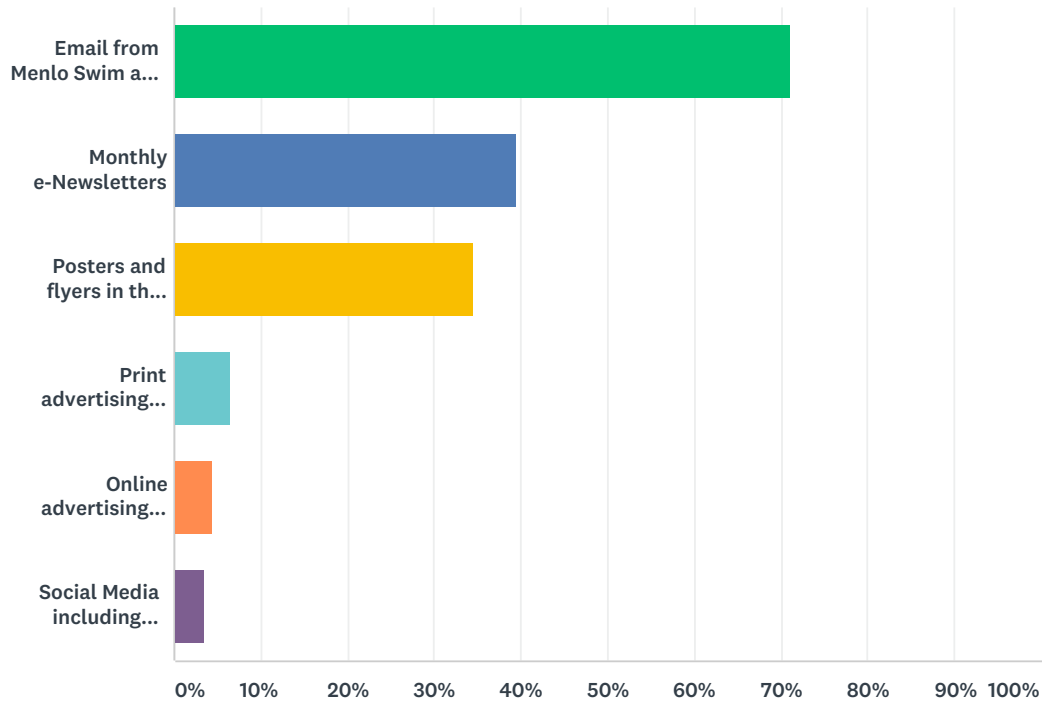
ANSWER CHOICES	RESPONSES	
Menlo Swim School	18.39%	32
Camp Menlo Day Camps	7.47%	13

## 2017 Community Survey

Menlo Aquatics Swim and Polo	5.75%	10
Private Water Polo Lessons	0.57%	1
Youth Tennis Group Lessons	0.00%	0
Private Tennis Lessons (Adult or Youth)	0.00%	0
Menlo Masters Swimming	35.63%	62
Aqua Fit Water Exercise	10.92%	19
Swim Pro Lessons	4.02%	7
Team Sheeper Triathlon Team	5.75%	10
Menlo Mavens Water Polo	2.30%	4
Lap Swimming	44.25%	77
Open Swimming	17.24%	30
MSS Boot Camp	4.02%	7
None	0.57%	1
Total Respondents: 174		

## Q3 How do you find out about new programs at Menlo Swim and Sport?

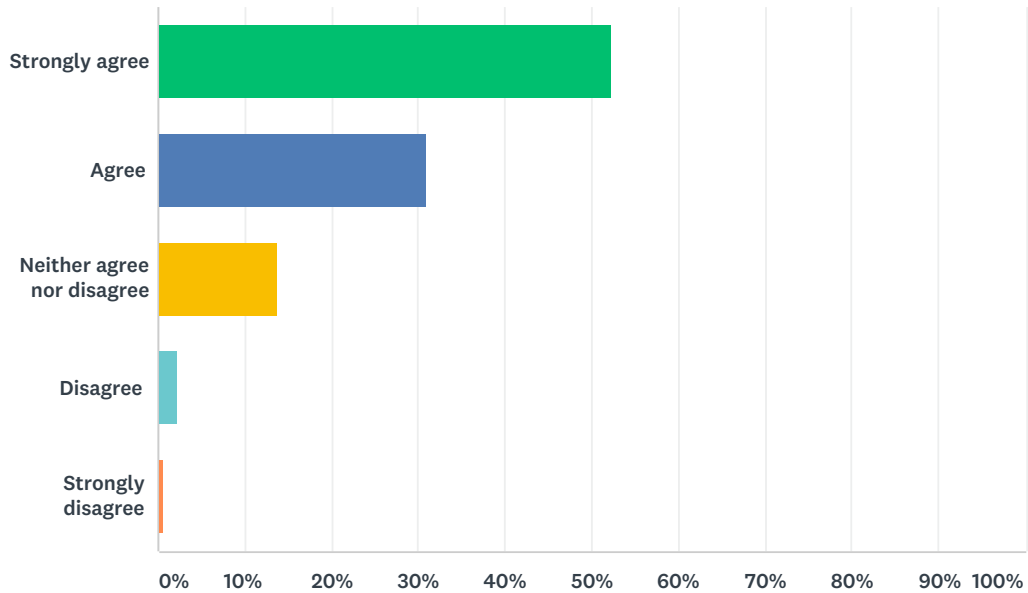
Answered: 139 Skipped: 35



ANSWER CHOICES	RESPONSES	
Email from Menlo Swim and Sport	71.22%	99
Monthly e-Newsletters	39.57%	55
Posters and flyers in the lobby	34.53%	48
Print advertising including Menlo Park Activity Guide & Palo Alto Weekly,	6.47%	9
Online advertising including Google & Palo Alto Online	4.32%	6
Social Media including Facebook, Instagram, Twitter, Yelp	3.60%	5
Total Respondents: 139		

## Q4 As a direct result of participating at the pool, I (or my child) have improved upon or developed a new skill.

Answered: 174 Skipped: 0

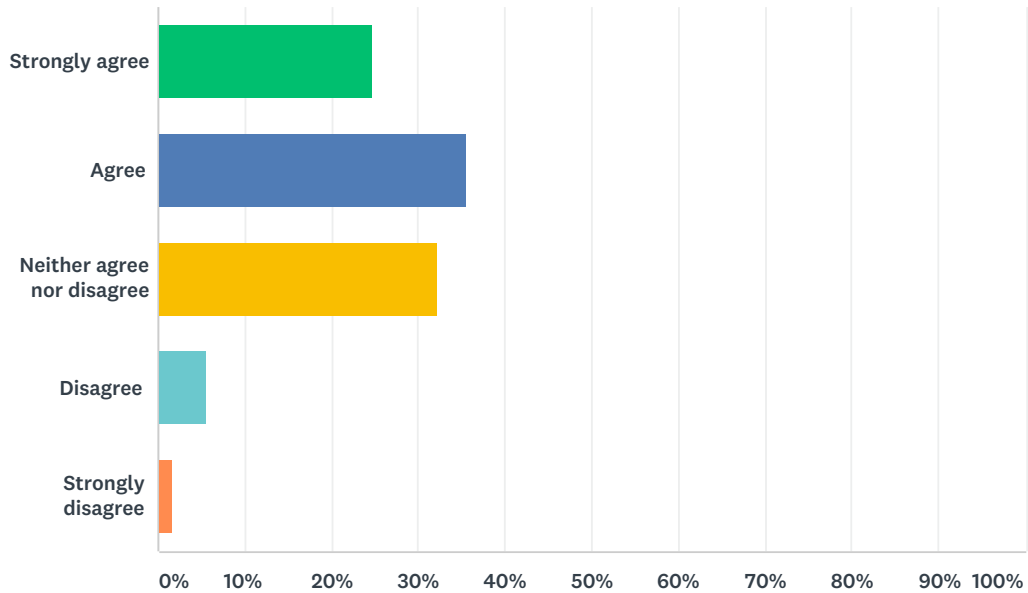


ANSWER CHOICES	RESPONSES	
Strongly agree	52.30%	91
Agree	31.03%	54
Neither agree nor disagree	13.79%	24
Disagree	2.30%	4
Strongly disagree	0.57%	1
TOTAL		174



## Q5 As a direct result of participating at the pool, I (or my child) feel closer to my community.

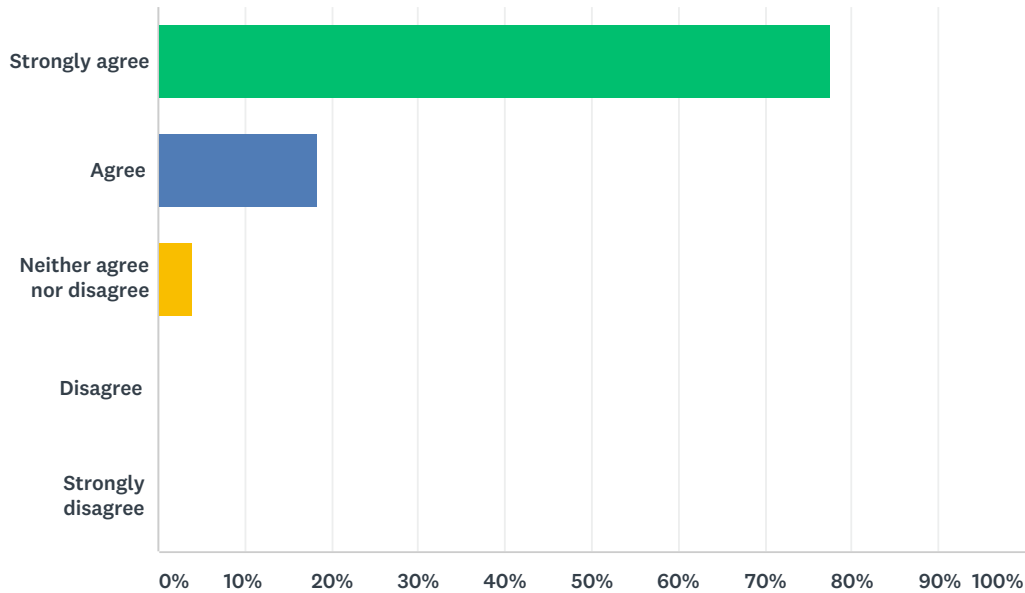
Answered: 174 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	24.71%	43
Agree	35.63%	62
Neither agree nor disagree	32.18%	56
Disagree	5.75%	10
Strongly disagree	1.72%	3
TOTAL		174

## Q6 My (or my child's) participation in aquatics programs supports a healthy lifestyle.

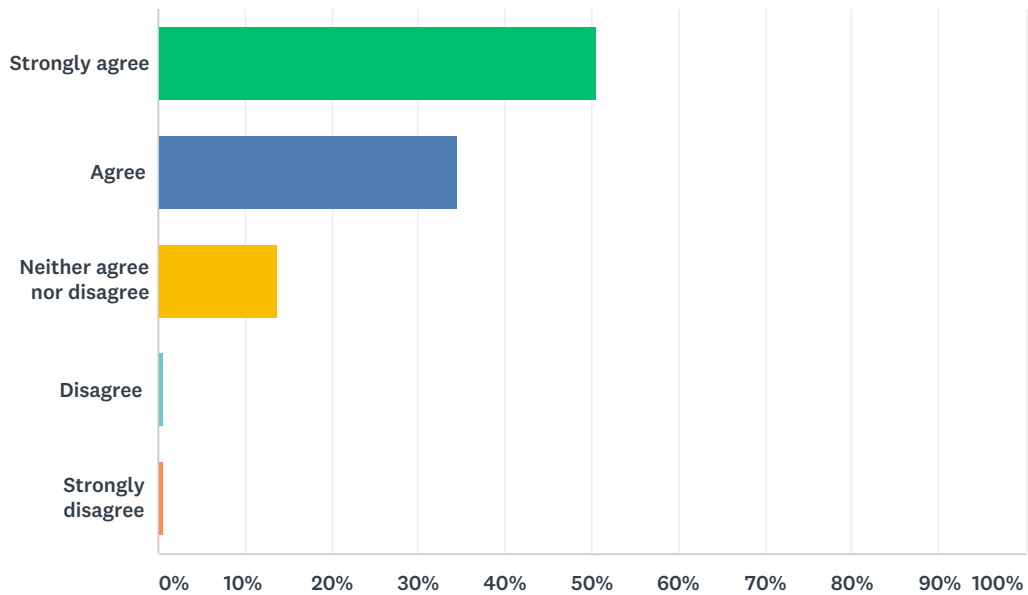
Answered: 174 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	77.59%	135
Agree	18.39%	32
Neither agree nor disagree	4.02%	7
Disagree	0.00%	0
Strongly disagree	0.00%	0
TOTAL		174

## Q7 My participation (or my child's participation) in aquatics programs contributes to my (child's) individual growth and development.

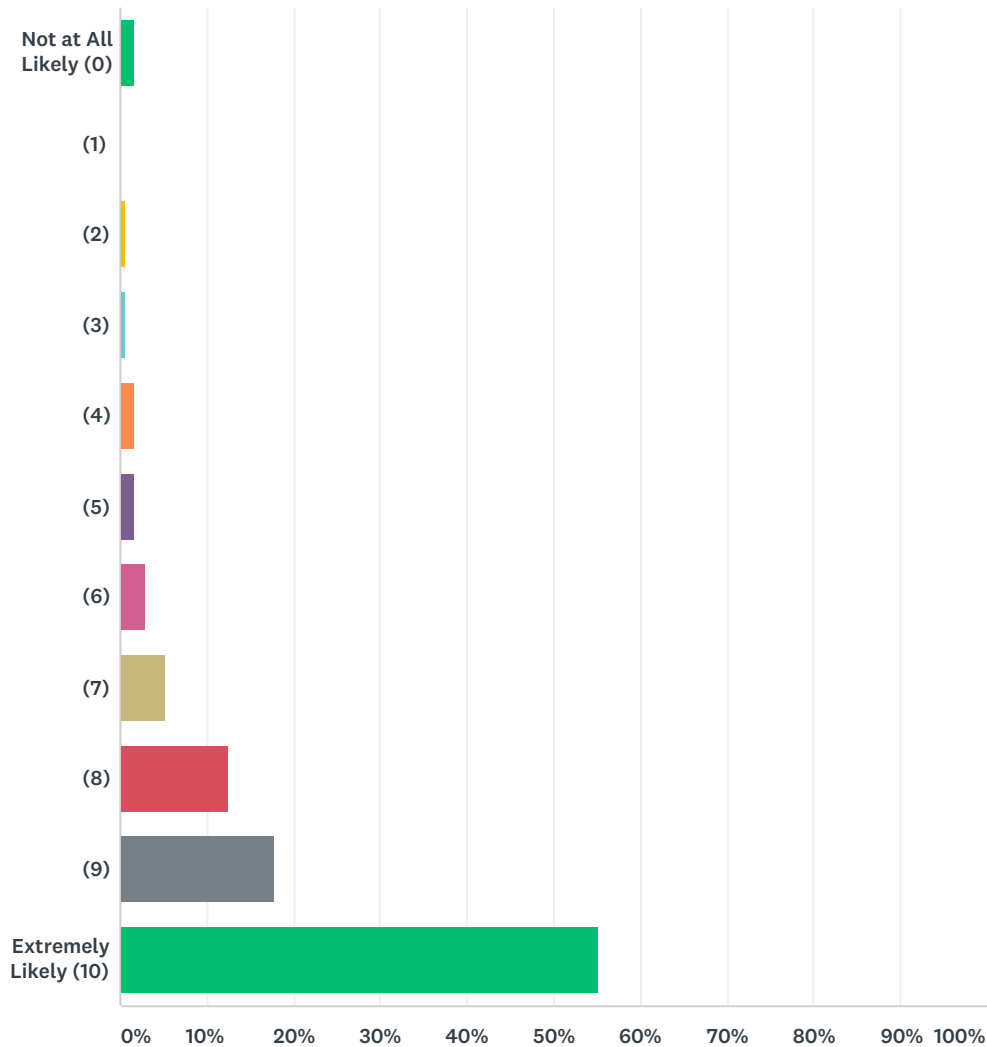
Answered: 174 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	50.57%	88
Agree	34.48%	60
Neither agree nor disagree	13.79%	24
Disagree	0.57%	1
Strongly disagree	0.57%	1
TOTAL		174

# Q8 Considering your experience with Menlo Swim and Sport, how likely are you to recommend Menlo Swim and Sport to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 174 Skipped: 0



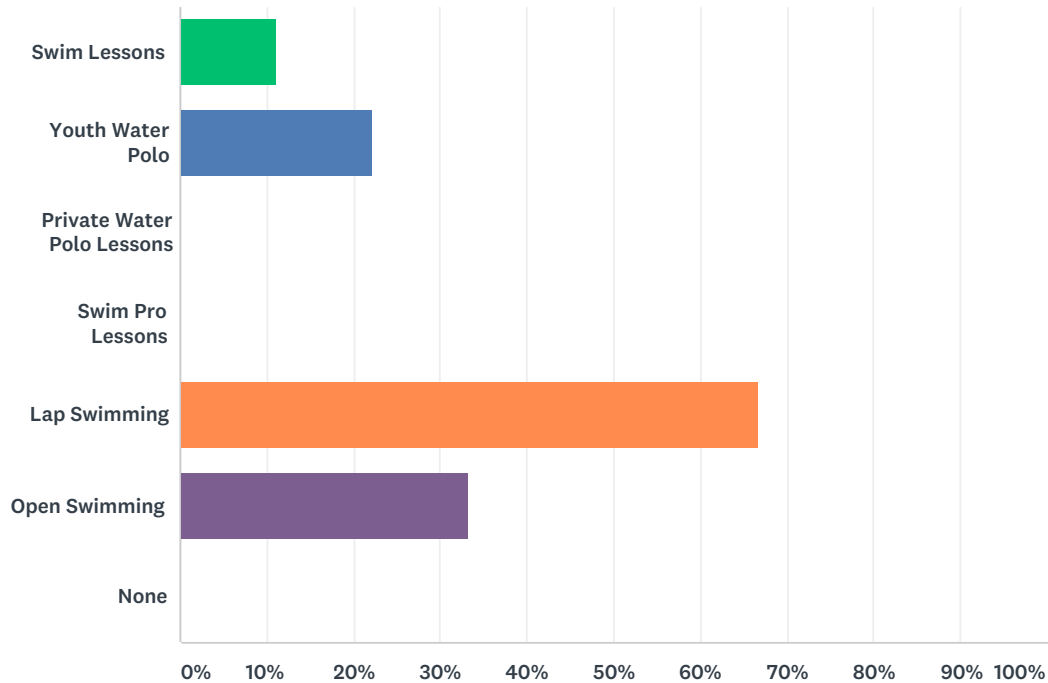
ANSWER CHOICES	RESPONSES	
Not at All Likely (0)	1.72%	3
(1)	0.00%	0
(2)	0.57%	1
(3)	0.57%	1
(4)	1.72%	3
(5)	1.72%	3
(6)	2.87%	5
(7)	5.17%	9

## 2017 Community Survey

(8)	12.64%	22
(9)	17.82%	31
Extremely Likely (10)	55.17%	96
TOTAL		174

## Q2 In 2017, which Menlo Swim and Sport program(s) did you and/or your family participate? (Choose all that apply)

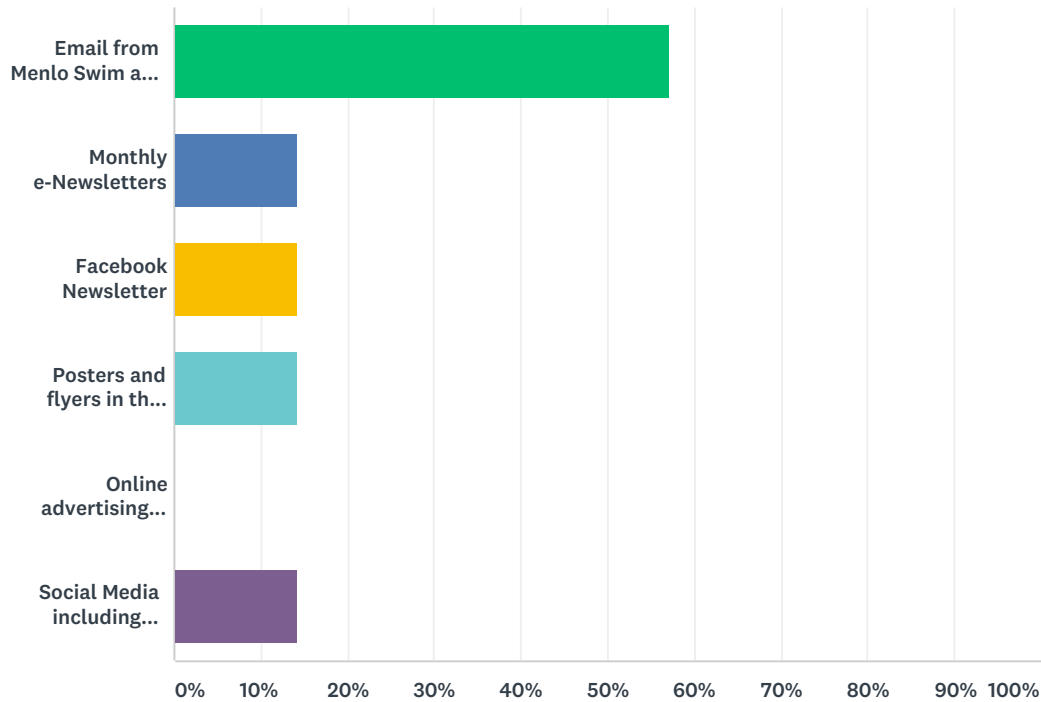
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Swim Lessons	11.11%	1
Youth Water Polo	22.22%	2
Private Water Polo Lessons	0.00%	0
Swim Pro Lessons	0.00%	0
Lap Swimming	66.67%	6
Open Swimming	33.33%	3
None	0.00%	0
Total Respondents: 9		

### Q3 How do you find out about new programs at Menlo Swim and Sport?

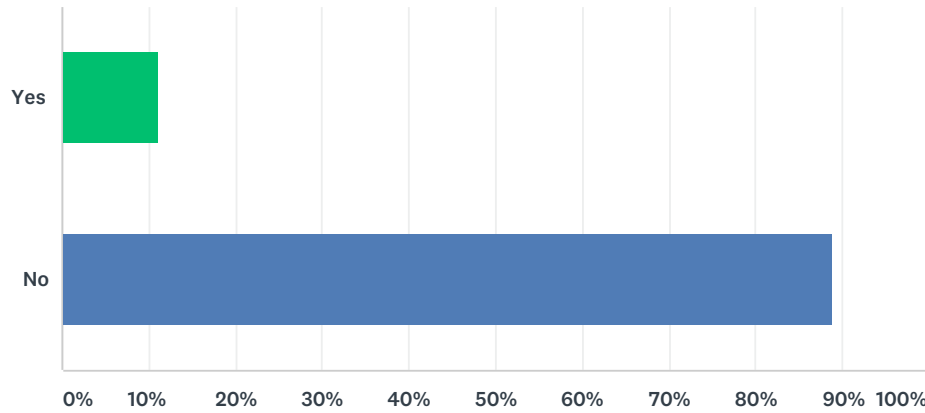
Answered: 7 Skipped: 2



ANSWER CHOICES	RESPONSES	
Email from Menlo Swim and Sport	57.14%	4
Monthly e-Newsletters	14.29%	1
Facebook Newsletter	14.29%	1
Posters and flyers in the lobby	14.29%	1
Online advertising including Google, Palo Alto Online	0.00%	0
Social Media including Facebook, Twitter, Yelp	14.29%	1
Total Respondents: 7		

## Q4 In 2017, were you applicable for any Youth Scholarships from the Beyond Barrier Athletic Foundation?

Answered: 9 Skipped: 0

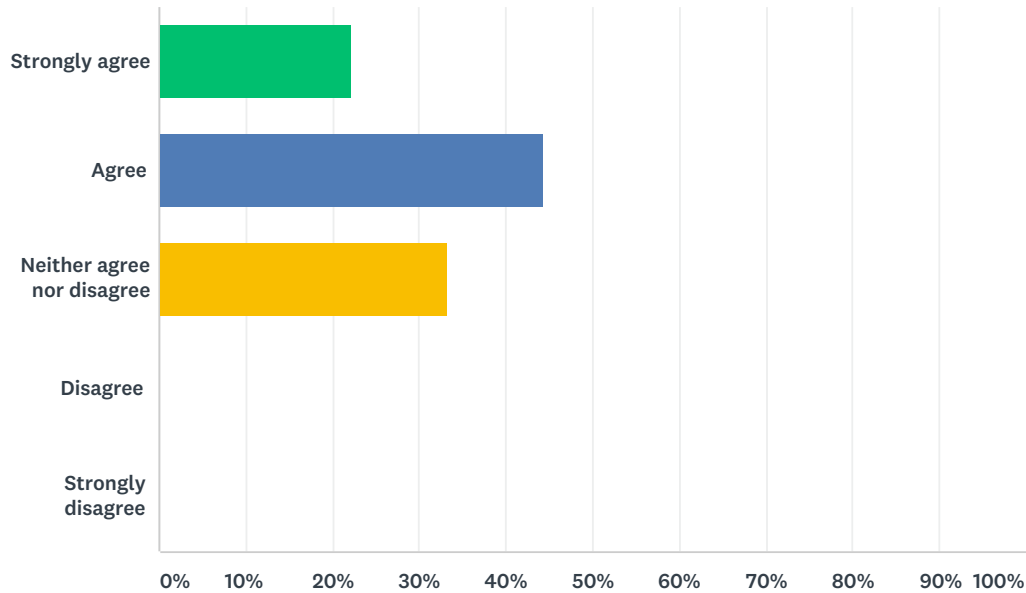


ANSWER CHOICES		RESPONSES	
Yes		11.11%	1
No		88.89%	8
TOTAL			9



## Q5 As a direct result of participating at the pool, I (or my child) have improved upon or developed a new skill.

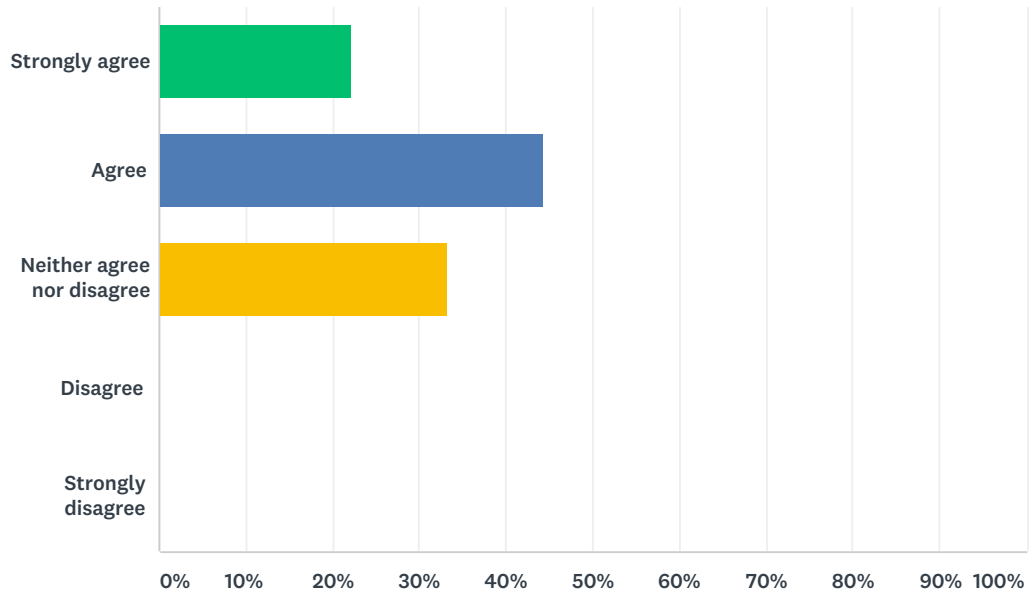
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	22.22%	2
Agree	44.44%	4
Neither agree nor disagree	33.33%	3
Disagree	0.00%	0
Strongly disagree	0.00%	0
TOTAL		9

## Q6 As a direct result of participating at the pool, I (or my child) feel closer to my community.

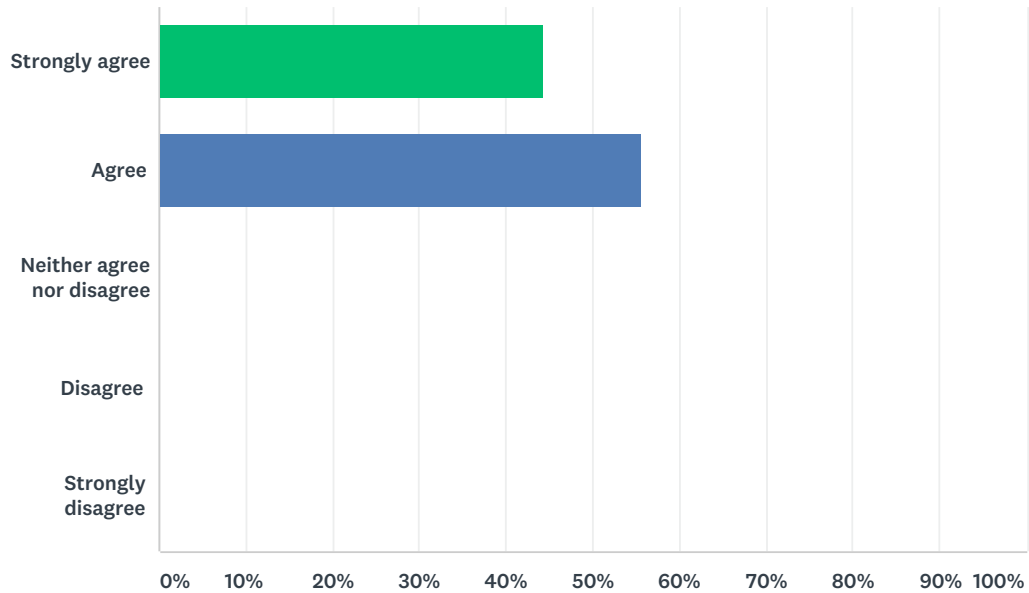
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	22.22%	2
Agree	44.44%	4
Neither agree nor disagree	33.33%	3
Disagree	0.00%	0
Strongly disagree	0.00%	0
TOTAL		9

## Q7 My (or my child's) participation in aquatics programs supports a healthy lifestyle.

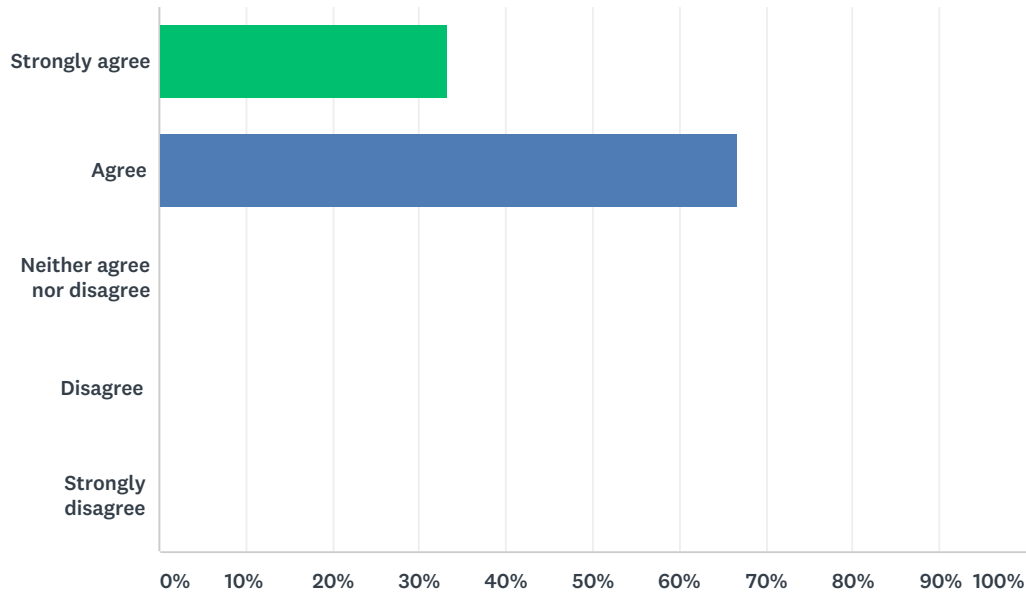
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	44.44%	4
Agree	55.56%	5
Neither agree nor disagree	0.00%	0
Disagree	0.00%	0
Strongly disagree	0.00%	0
TOTAL		9

## Q8 My participation (or my child's participation) in aquatics programs contributes to my (child's) individual growth and development.

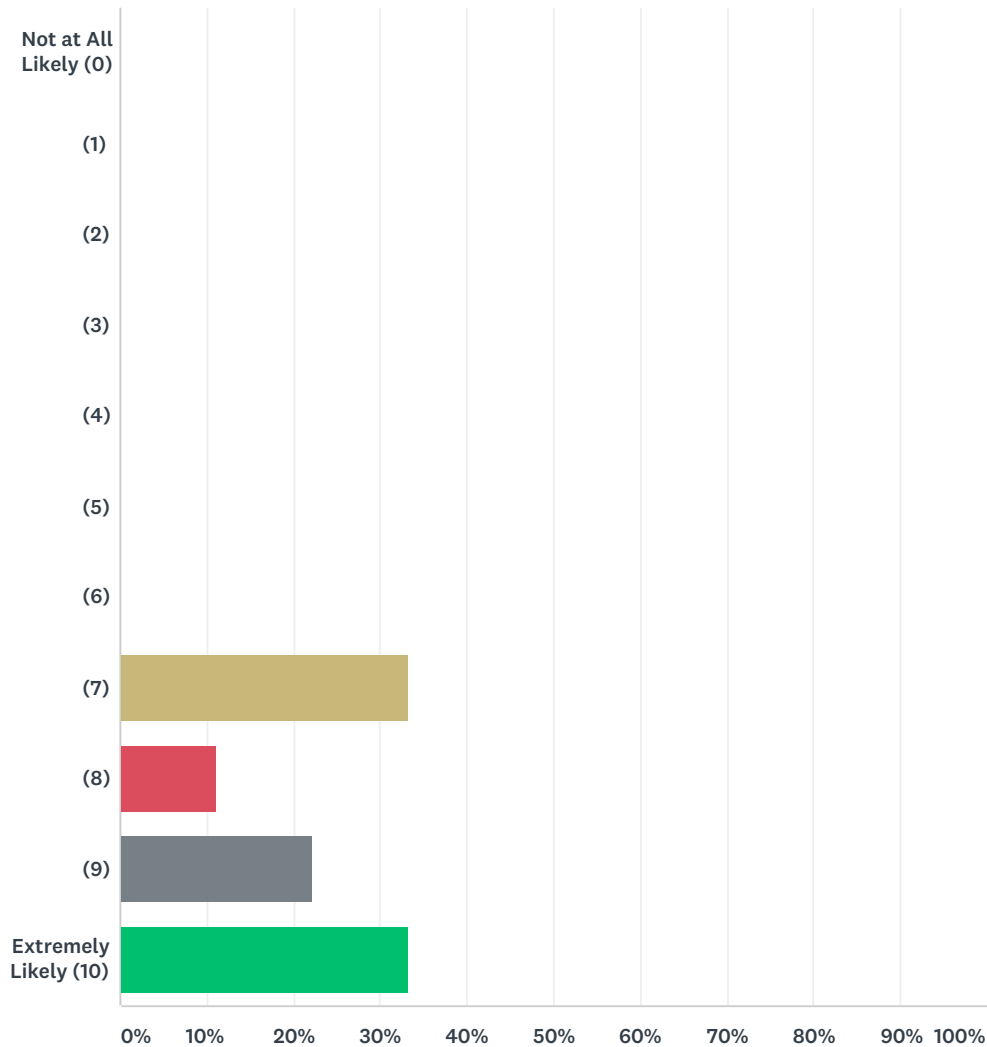
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	33.33%	3
Agree	66.67%	6
Neither agree nor disagree	0.00%	0
Disagree	0.00%	0
Strongly disagree	0.00%	0
TOTAL		9

# Q9 Considering your experience with Menlo Swim and Sport, how likely are you to recommend Menlo Swim and Sport to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 9 Skipped: 0



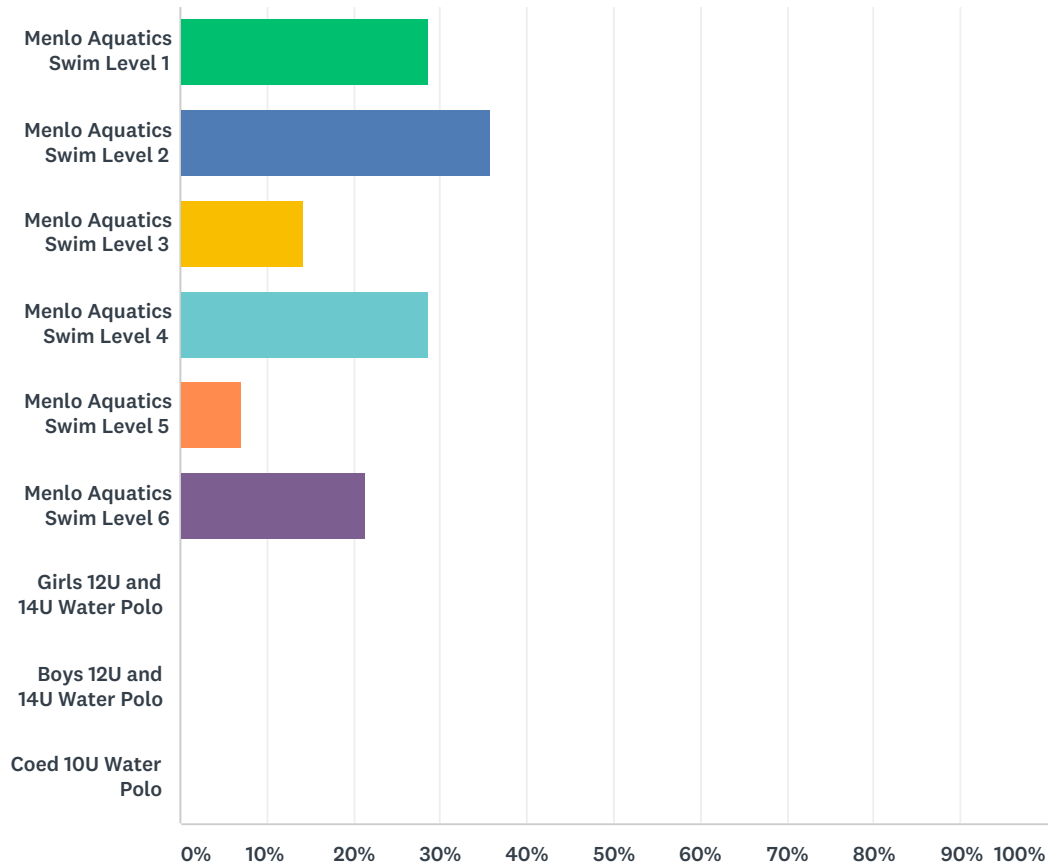
ANSWER CHOICES	RESPONSES	
Not at All Likely (0)	0.00%	0
(1)	0.00%	0
(2)	0.00%	0
(3)	0.00%	0
(4)	0.00%	0
(5)	0.00%	0
(6)	0.00%	0
(7)	33.33%	3

## 2017 Community Survey (Belle Haven)

(8)	11.11%	1
(9)	22.22%	2
Extremely Likely (10)	33.33%	3
TOTAL		9

## Q11 Which Menlo Aquatics program did your child participate in this year? (select all that apply)

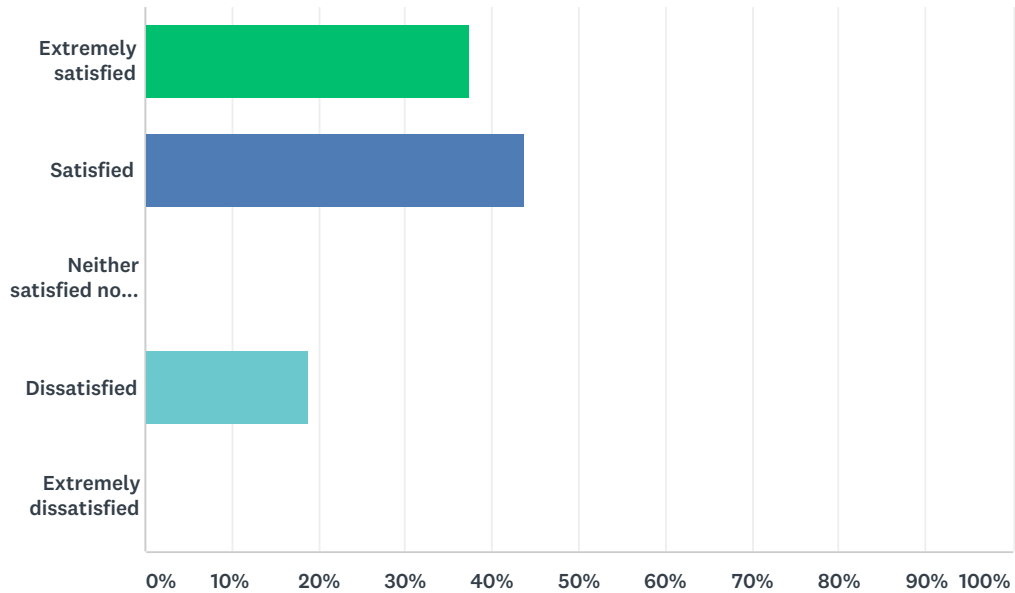
Answered: 14 Skipped: 160



ANSWER CHOICES	RESPONSES	
Menlo Aquatics Swim Level 1	28.57%	4
Menlo Aquatics Swim Level 2	35.71%	5
Menlo Aquatics Swim Level 3	14.29%	2
Menlo Aquatics Swim Level 4	28.57%	4
Menlo Aquatics Swim Level 5	7.14%	1
Menlo Aquatics Swim Level 6	21.43%	3
Girls 12U and 14U Water Polo	0.00%	0
Boys 12U and 14U Water Polo	0.00%	0
Coed 10U Water Polo	0.00%	0
Total Respondents: 14		

## Q12 Overall, how satisfied are you with your family's Menlo Aquatics experience?

Answered: 16 Skipped: 158

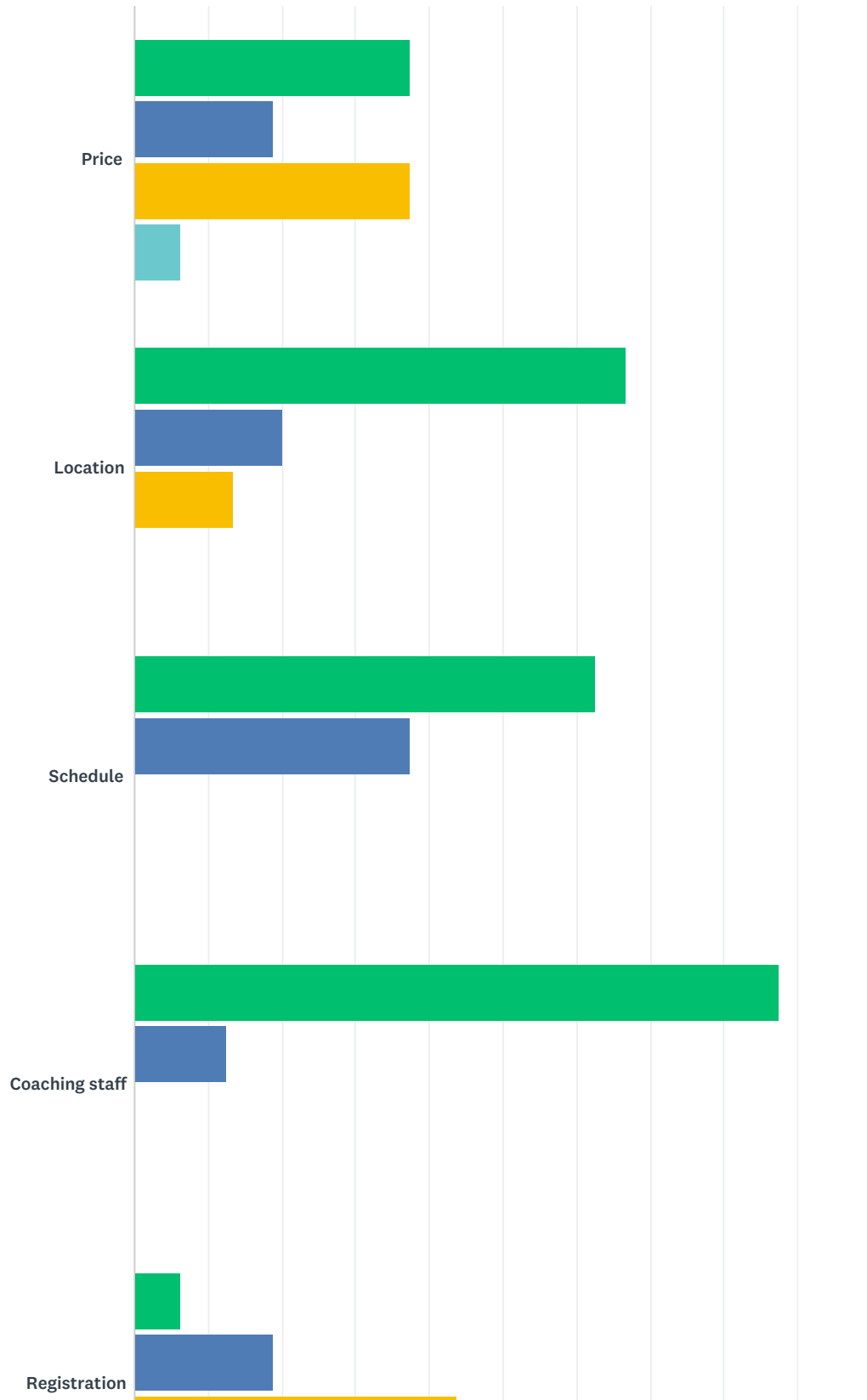


ANSWER CHOICES	RESPONSES	
Extremely satisfied	37.50%	6
Satisfied	43.75%	7
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	18.75%	3
Extremely dissatisfied	0.00%	0
TOTAL		16

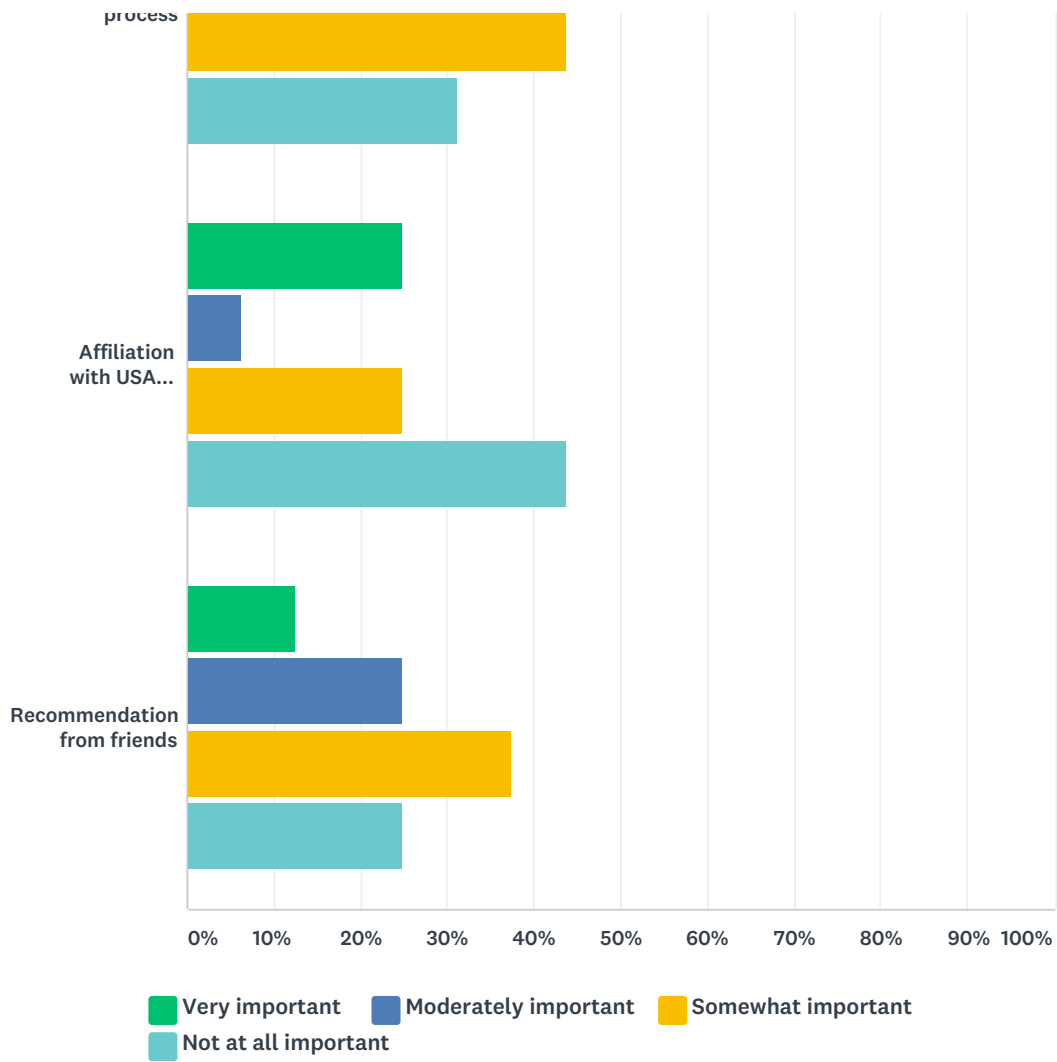


## Q13 How important are the following criteria when choosing a youth swim and/or water polo team?

Answered: 16 Skipped: 158



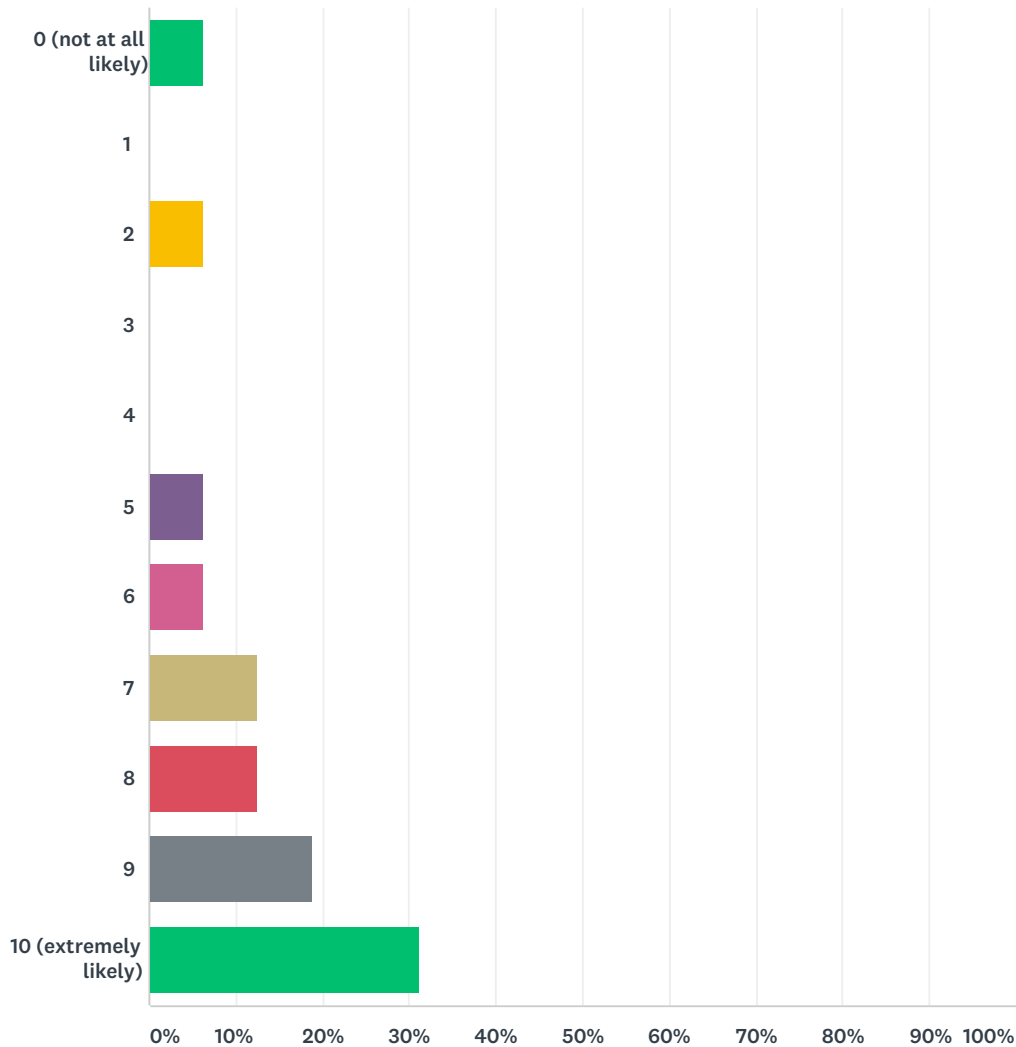
## 2017 Community Survey



	VERY IMPORTANT	MODERATELY IMPORTANT	SOMEWHAT IMPORTANT	NOT AT ALL IMPORTANT	TOTAL
Price	37.50% 6	18.75% 3	37.50% 6	6.25% 1	16
Location	66.67% 10	20.00% 3	13.33% 2	0.00% 0	15
Schedule	62.50% 10	37.50% 6	0.00% 0	0.00% 0	16
Coaching staff	87.50% 14	12.50% 2	0.00% 0	0.00% 0	16
Registration process	6.25% 1	18.75% 3	43.75% 7	31.25% 5	16
Affiliation with USA Swimming	25.00% 4	6.25% 1	25.00% 4	43.75% 7	16
Recommendation from friends	12.50% 2	25.00% 4	37.50% 6	25.00% 4	16

# Q15 Considering your experience with Menlo Aquatics and Water Polo, how likely are you to recommend Menlo Aquatics to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 16 Skipped: 158



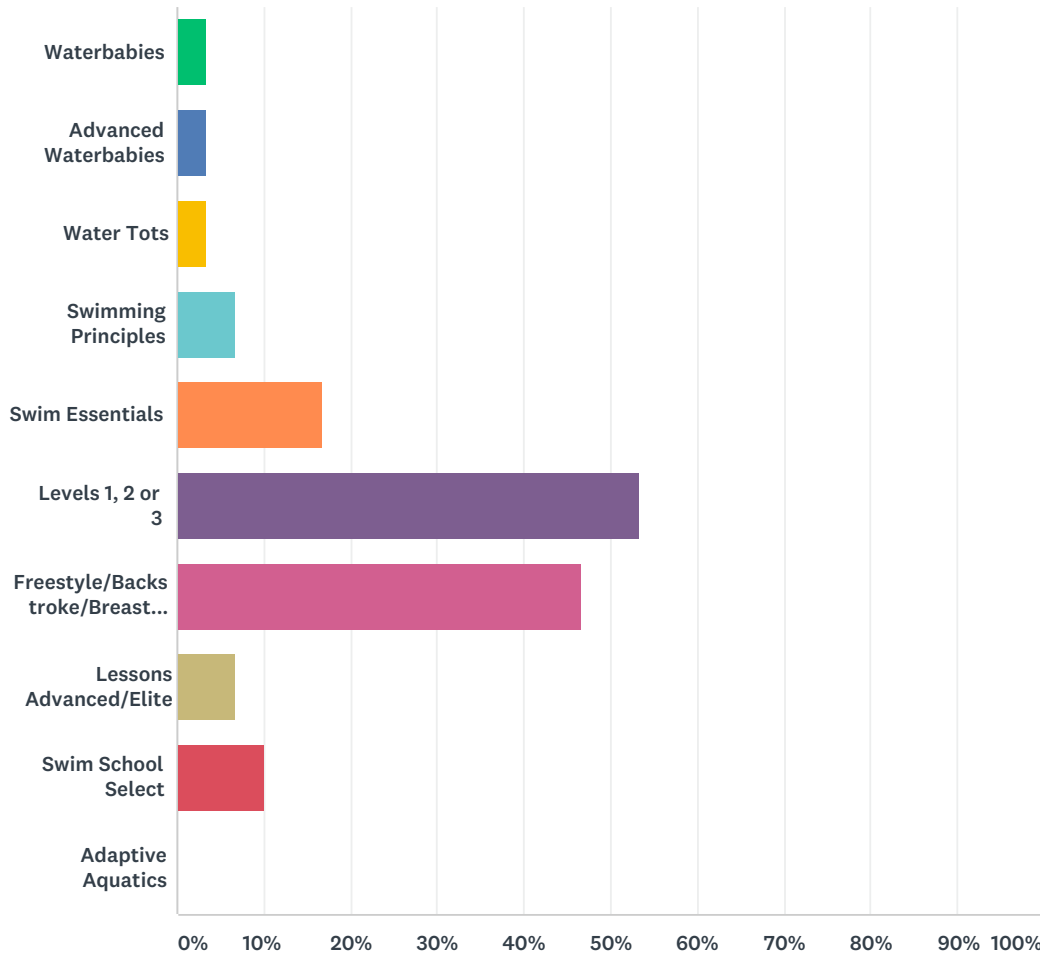
ANSWER CHOICES	RESPONSES	
0 (not at all likely)	6.25%	1
1	0.00%	0
2	6.25%	1
3	0.00%	0
4	0.00%	0
5	6.25%	1
6	6.25%	1
7	12.50%	2

## 2017 Community Survey

8	12.50%	2
9	18.75%	3
10 (extremely likely)	31.25%	5
TOTAL		16

## Q29 Which Swim School Program did you child participate in? (Select all that apply)

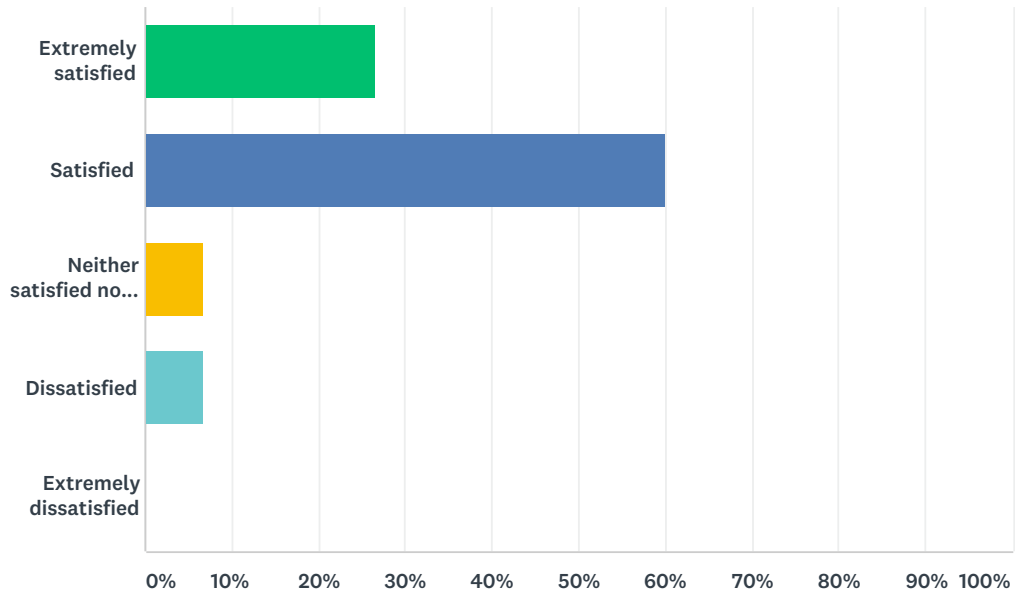
Answered: 30 Skipped: 144



ANSWER CHOICES	RESPONSES	
Waterbabies	3.33%	1
Advanced Waterbabies	3.33%	1
Water Tots	3.33%	1
Swimming Principles	6.67%	2
Swim Essentials	16.67%	5
Levels 1, 2 or 3	53.33%	16
Freestyle/Backstroke/Breaststroke/Butterfly	46.67%	14
Lessons Advanced/Elite	6.67%	2
Swim School Select	10.00%	3
Adaptive Aquatics	0.00%	0

## Q30 Overall, how satisfied are you with your family's Menlo Swim School experience?

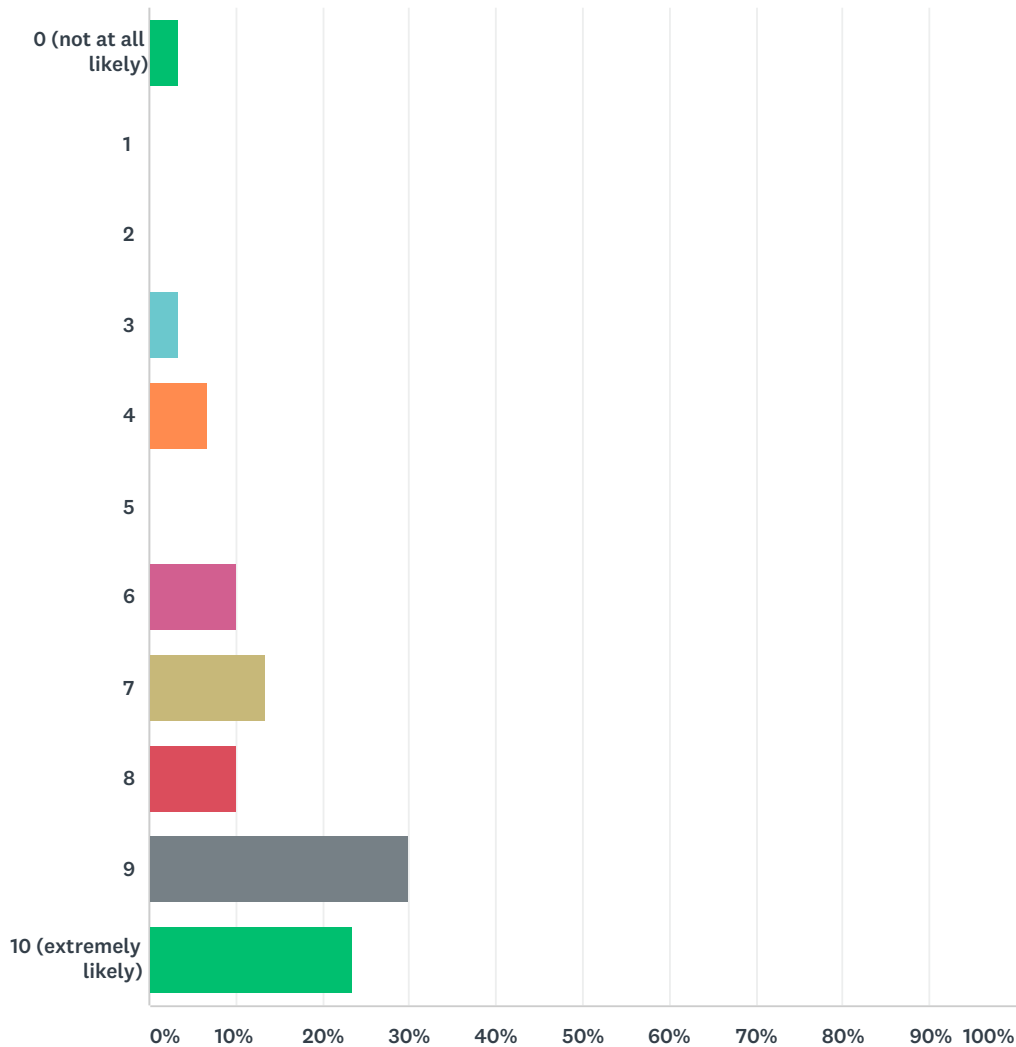
Answered: 30 Skipped: 144



ANSWER CHOICES	RESPONSES	
Extremely satisfied	26.67%	8
Satisfied	60.00%	18
Neither satisfied nor dissatisfied	6.67%	2
Dissatisfied	6.67%	2
Extremely dissatisfied	0.00%	0
TOTAL		30

**Q32 Considering your experience with Menlo Swim School, how likely are you to recommend Menlo Swim School to a friend? (0 is not at all likely, 10 is extremely likely)**

Answered: 30 Skipped: 144



ANSWER CHOICES	RESPONSES	
0 (not at all likely)	3.33%	1
1	0.00%	0
2	0.00%	0
3	3.33%	1
4	6.67%	2
5	0.00%	0
6	10.00%	3
7	13.33%	4

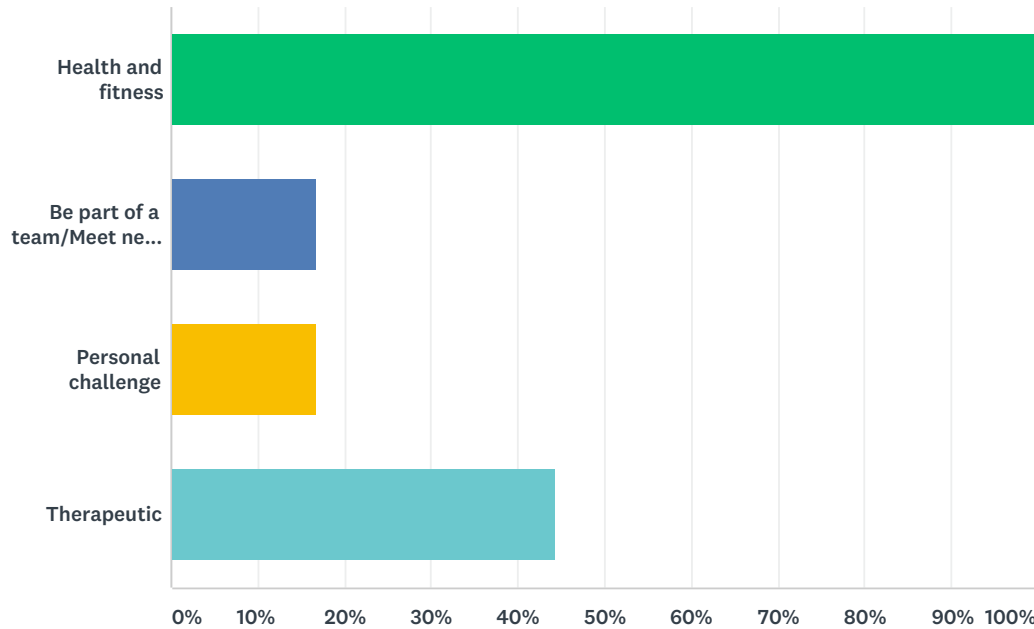
## 2017 Community Survey

8	10.00%	3
9	30.00%	9
10 (extremely likely)	23.33%	7
TOTAL		30



## Q40 My primary goals for participating in Aqua Fit are.... (select all that apply)

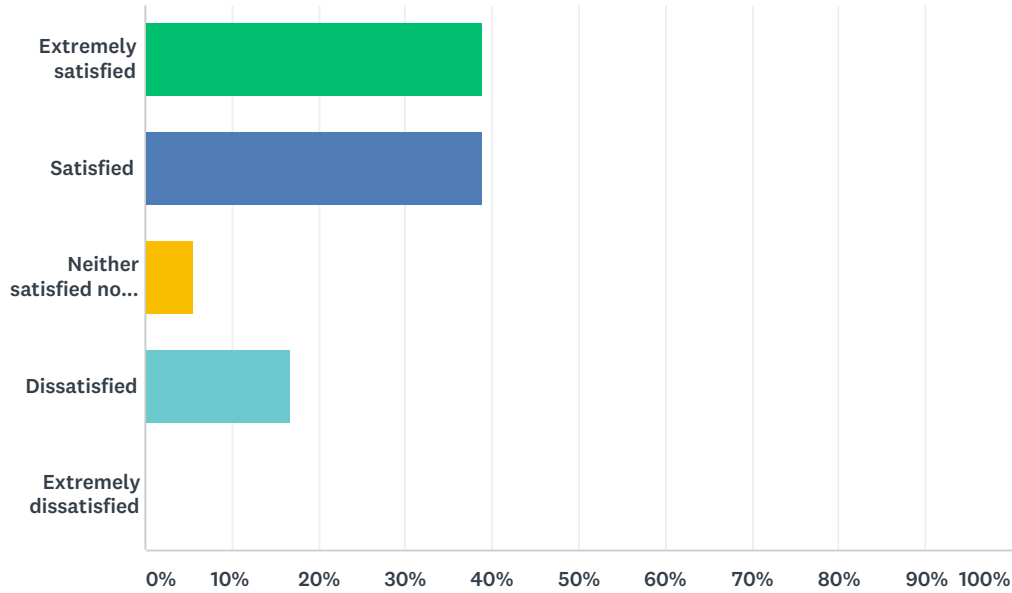
Answered: 18 Skipped: 156



ANSWER CHOICES	RESPONSES	
Health and fitness	100.00%	18
Be part of a team/Meet new people	16.67%	3
Personal challenge	16.67%	3
Therapeutic	44.44%	8
Total Respondents: 18		

## Q41 Overall, how satisfied are you with your Aqua Fit experience?

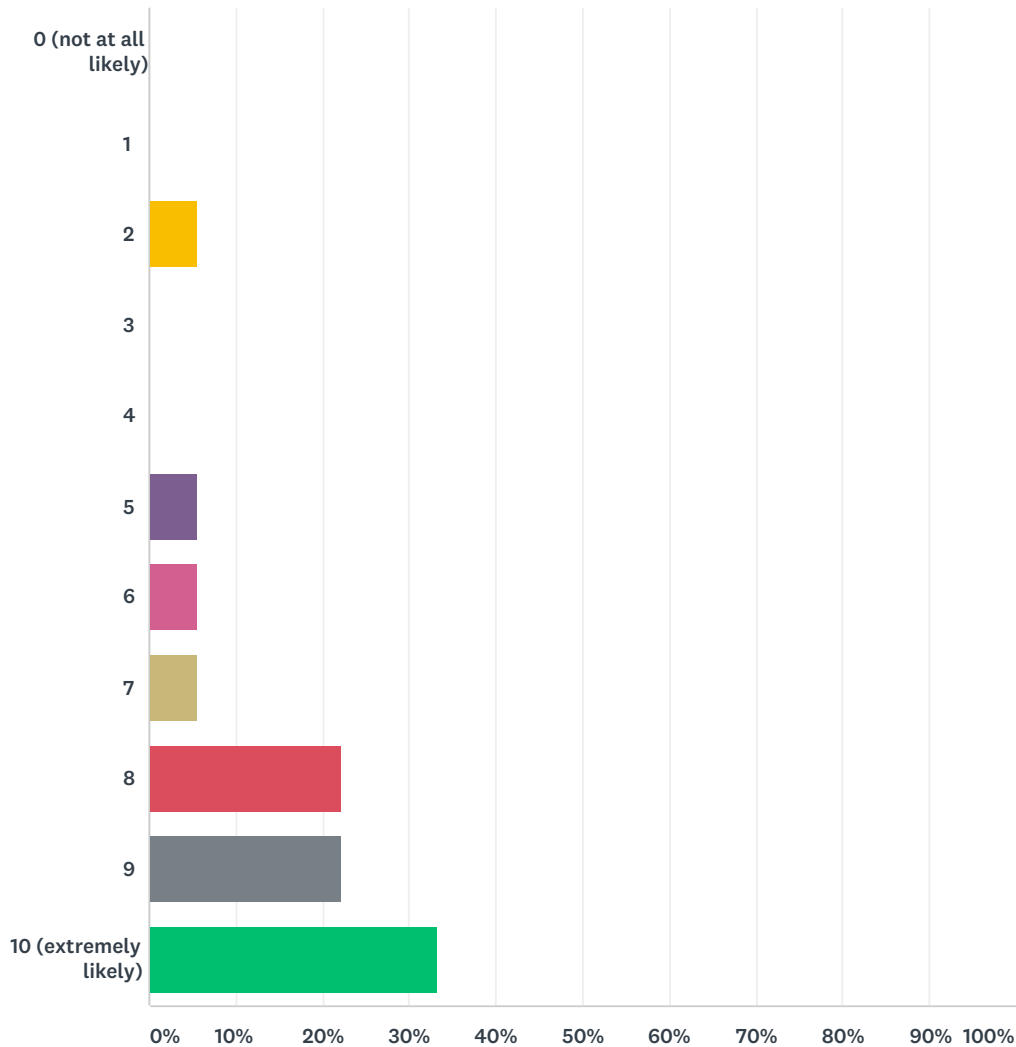
Answered: 18 Skipped: 156



ANSWER CHOICES	RESPONSES	
Extremely satisfied	38.89%	7
Satisfied	38.89%	7
Neither satisfied nor dissatisfied	5.56%	1
Dissatisfied	16.67%	3
Extremely dissatisfied	0.00%	0
TOTAL		18

**Q42 Considering your experience with Menlo Swim & Sport Aqua Fit, how likely are you to recommend our Aqua Fit program to a friend? (0 is not at all likely, 10 is extremely likely)**

Answered: 18 Skipped: 156



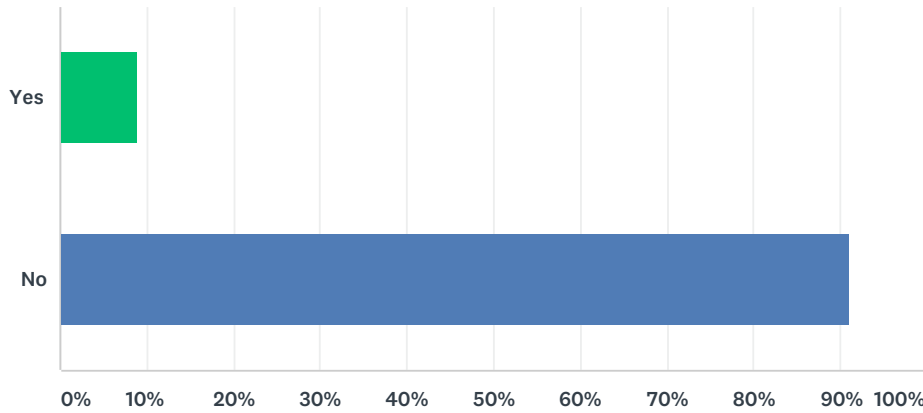
ANSWER CHOICES	RESPONSES	
0 (not at all likely)	0.00%	0
1	0.00%	0
2	5.56%	1
3	0.00%	0
4	0.00%	0
5	5.56%	1
6	5.56%	1
7	5.56%	1

## 2017 Community Survey

8	22.22%	4
9	22.22%	4
10 (extremely likely)	33.33%	6
TOTAL		18

## Q52 In 2017, my child participated in Camp Menlo at Menlo Swim & Sport.

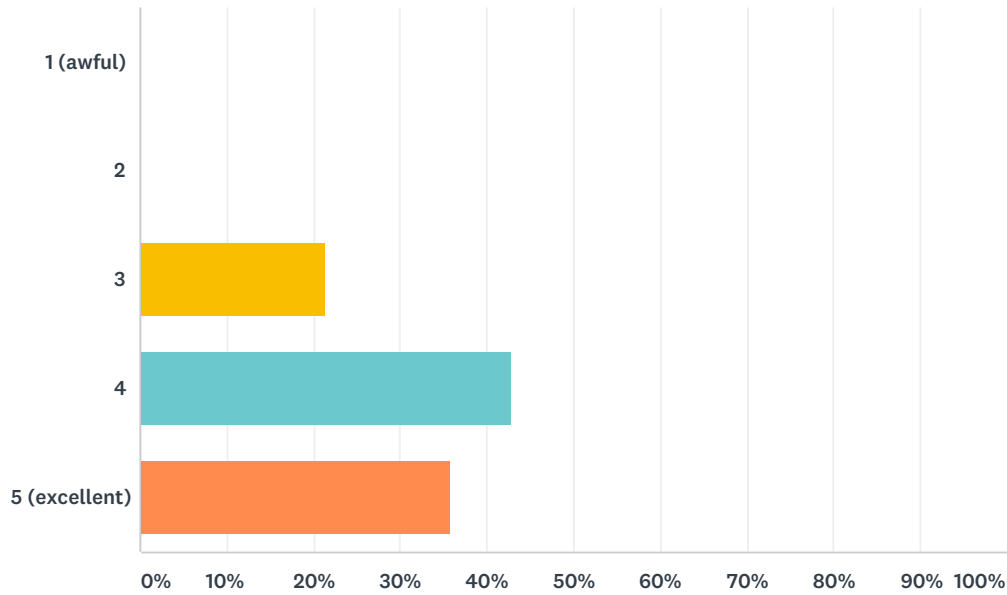
Answered: 167 Skipped: 7



ANSWER CHOICES	RESPONSES	
Yes	8.98%	15
No	91.02%	152
TOTAL		167

## Q53 Please rate our Check-in process on a Scale of 1-5

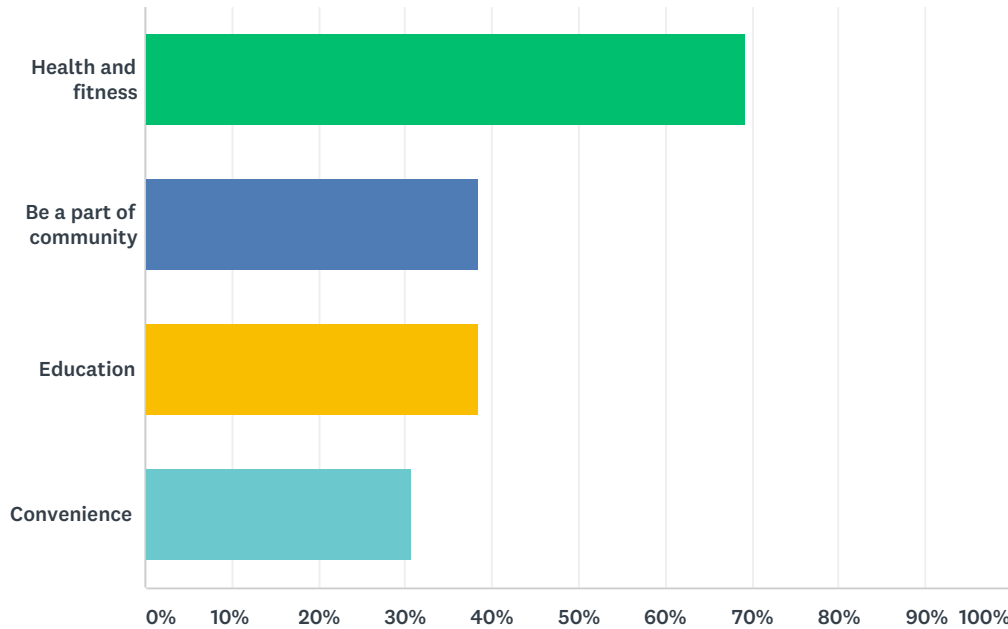
Answered: 14 Skipped: 160



ANSWER CHOICES	RESPONSES	
1 (awful)	0.00%	0
2	0.00%	0
3	21.43%	3
4	42.86%	6
5 (excellent)	35.71%	5
TOTAL		14

## Q54 My primary goals for enrolling my children in Camp Menlo are.... (select all that apply)

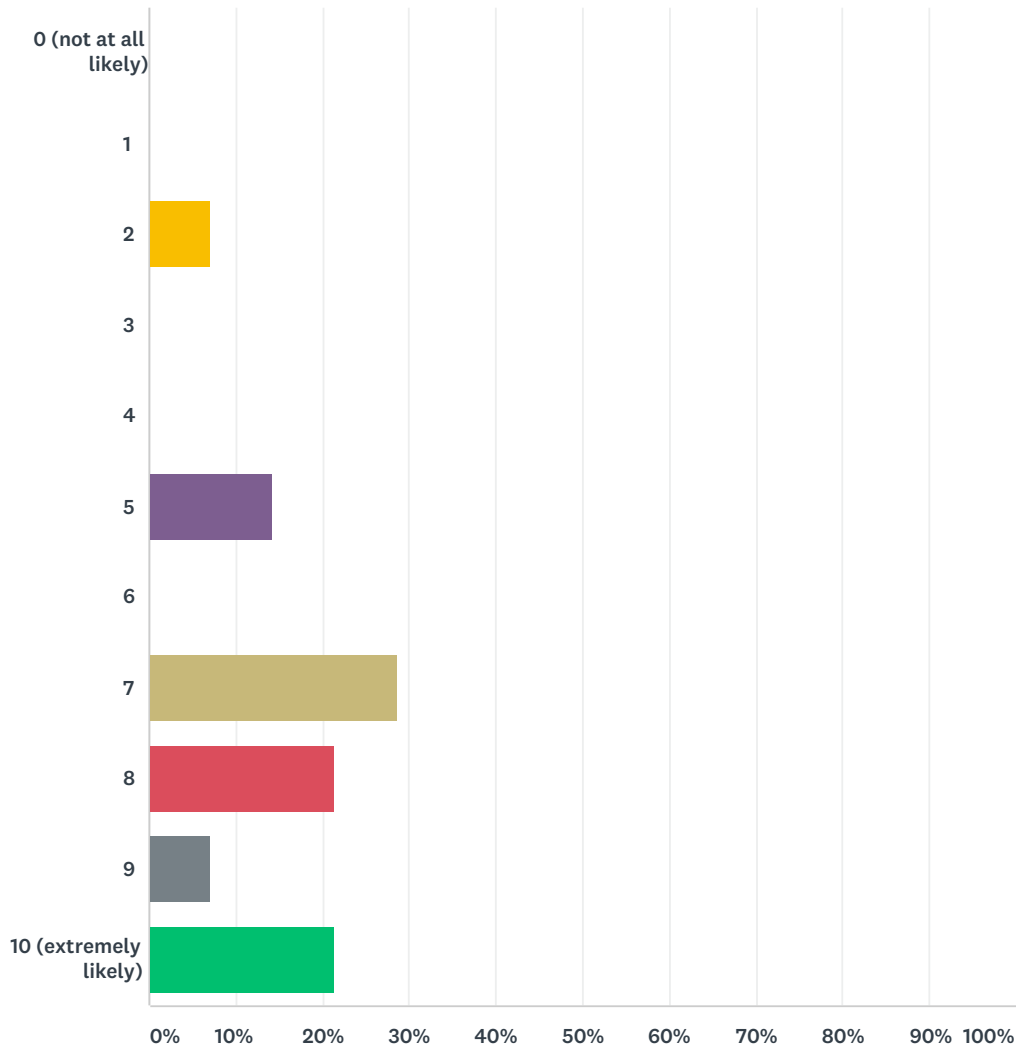
Answered: 13 Skipped: 161



ANSWER CHOICES	RESPONSES	
Health and fitness	69.23%	9
Be a part of community	38.46%	5
Education	38.46%	5
Convenience	30.77%	4
Total Respondents: 13		

# Q56 Considering your experience with Camp Menlo, how likely are you to recommend Camp Menlo to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 14 Skipped: 160



ANSWER CHOICES	RESPONSES	
0 (not at all likely)	0.00%	0
1	0.00%	0
2	7.14%	1
3	0.00%	0
4	0.00%	0
5	14.29%	2
6	0.00%	0
7	28.57%	4

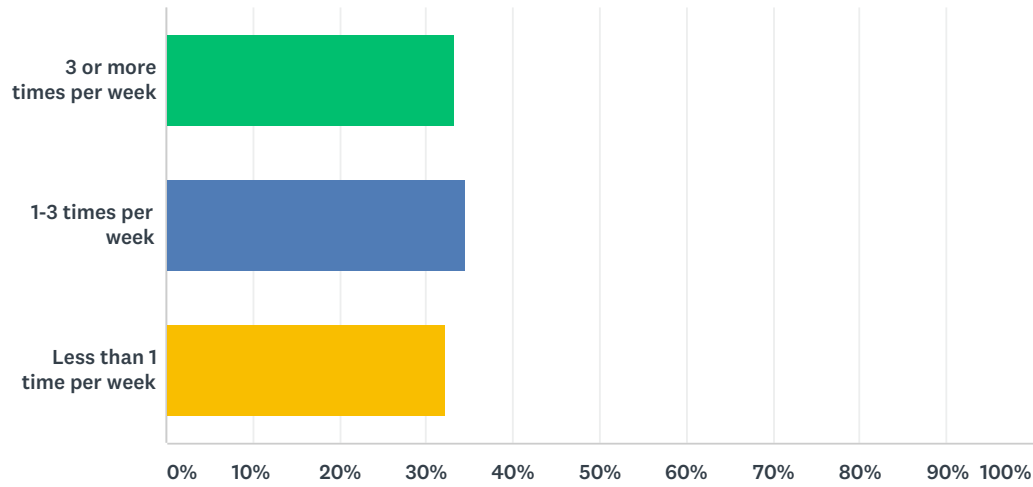


## 2017 Community Survey

8	21.43%	3
9	7.14%	1
10 (extremely likely)	21.43%	3
TOTAL		14

## Q35 How many times a week do you lap swim at Burgess Pool?

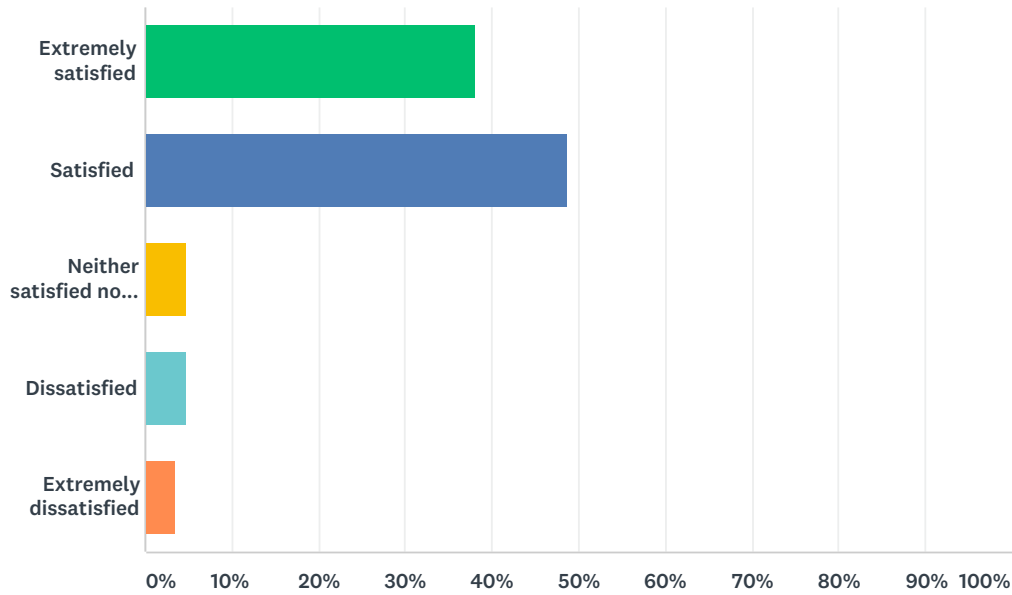
Answered: 84 Skipped: 90



ANSWER CHOICES	RESPONSES	
3 or more times per week	33.33%	28
1-3 times per week	34.52%	29
Less than 1 time per week	32.14%	27
Total Respondents: 84		

## Q36 Overall, how satisfied are you with your Lap Swim experience?

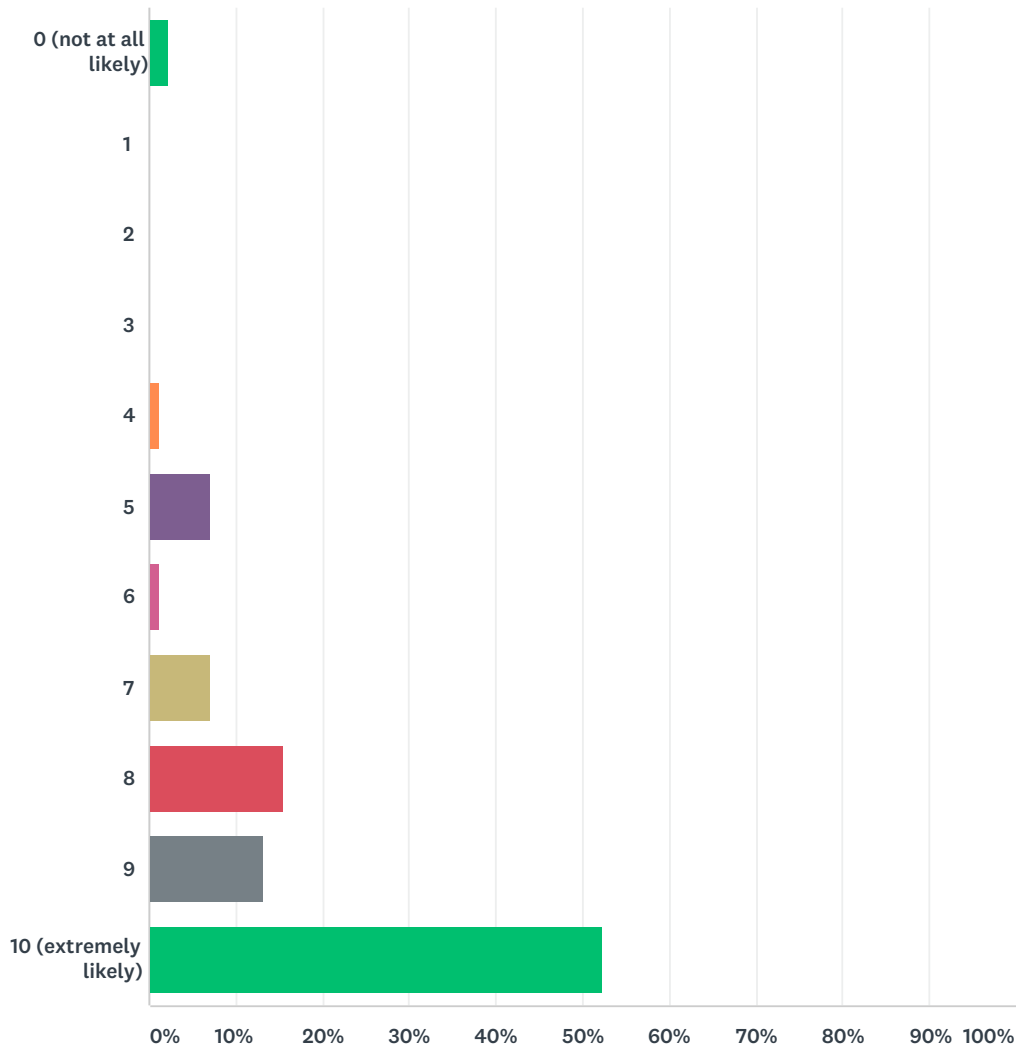
Answered: 84 Skipped: 90



ANSWER CHOICES	RESPONSES	
Extremely satisfied	38.10%	32
Satisfied	48.81%	41
Neither satisfied nor dissatisfied	4.76%	4
Dissatisfied	4.76%	4
Extremely dissatisfied	3.57%	3
TOTAL		84

# Q37 Considering your experience with Menlo Swim & Sport Lap Swim, how likely are you to recommend Lap Swimming to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 84 Skipped: 90



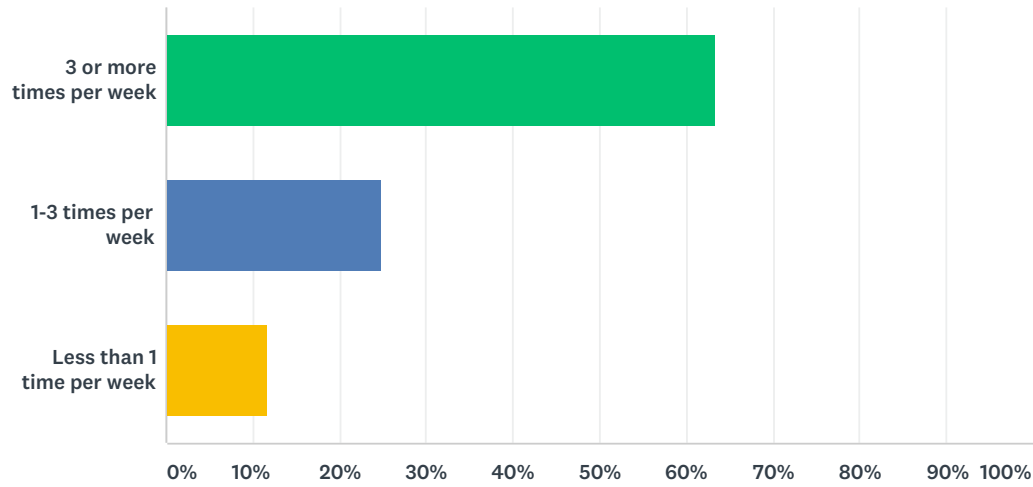
ANSWER CHOICES	RESPONSES	
0 (not at all likely)	2.38%	2
1	0.00%	0
2	0.00%	0
3	0.00%	0
4	1.19%	1
5	7.14%	6
6	1.19%	1
7	7.14%	6

## 2017 Community Survey

8	15.48%	13
9	13.10%	11
10 (extremely likely)	52.38%	44
TOTAL		84

## Q18 How many times a week do you swim with Menlo Masters?

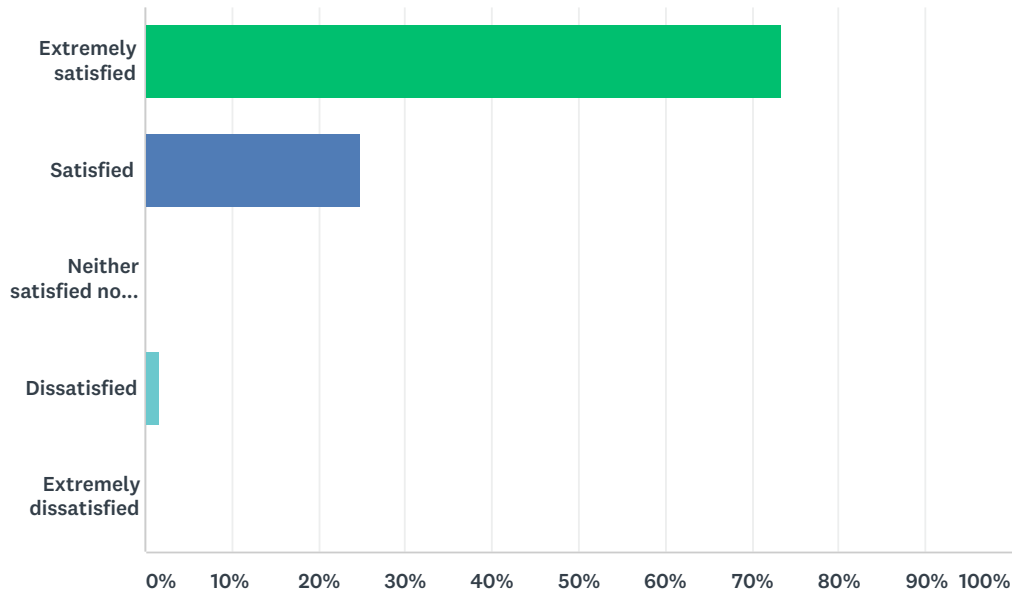
Answered: 60 Skipped: 114



ANSWER CHOICES	RESPONSES	
3 or more times per week	63.33%	38
1-3 times per week	25.00%	15
Less than 1 time per week	11.67%	7
Total Respondents: 60		

## Q19 Overall, how satisfied are you with your Menlo Masters experience?

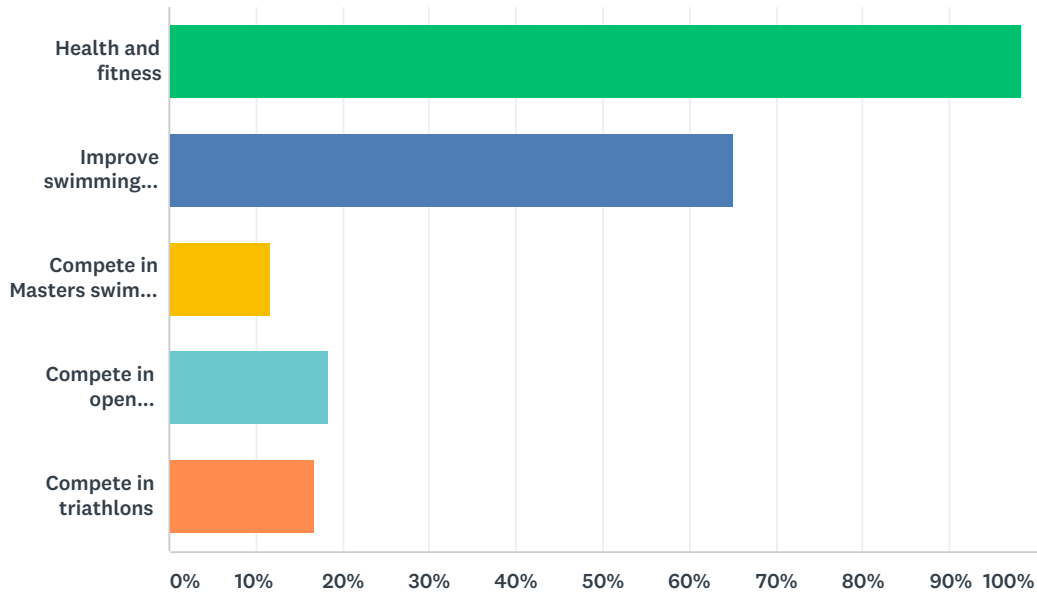
Answered: 60 Skipped: 114



ANSWER CHOICES	RESPONSES	
Extremely satisfied	73.33%	44
Satisfied	25.00%	15
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	1.67%	1
Extremely dissatisfied	0.00%	0
TOTAL		60

## Q20 My primary goals for swimming with Menlo Masters are.... (select all that apply)

Answered: 60 Skipped: 114

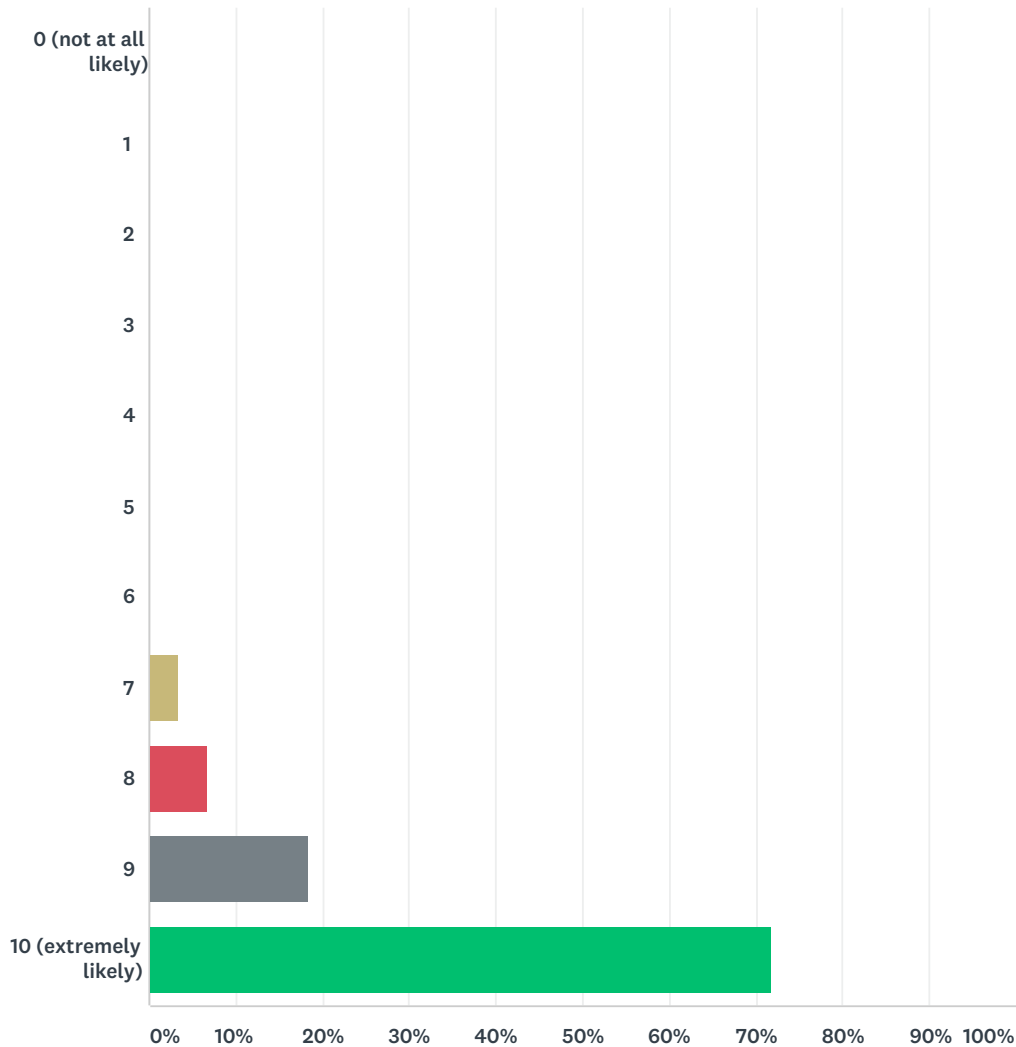


ANSWER CHOICES	RESPONSES	
Health and fitness	98.33%	59
Improve swimming technique	65.00%	39
Compete in Masters swim meets	11.67%	7
Compete in open water/adventure races	18.33%	11
Compete in triathlons	16.67%	10
Total Respondents: 60		



## Q21 Considering your experience with Menlo Masters Swim, how likely are you to recommend Menlo Masters to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 60 Skipped: 114



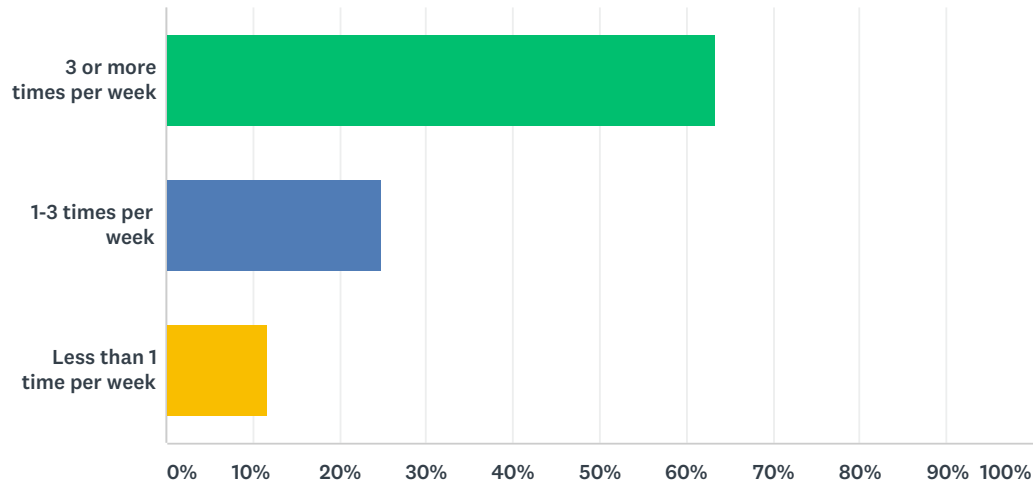
ANSWER CHOICES	RESPONSES	
0 (not at all likely)	0.00%	0
1	0.00%	0
2	0.00%	0
3	0.00%	0
4	0.00%	0
5	0.00%	0
6	0.00%	0
7	3.33%	2

## 2017 Community Survey

8	6.67%	4
9	18.33%	11
10 (extremely likely)	71.67%	43
TOTAL		60

## Q18 How many times a week do you swim with Menlo Masters?

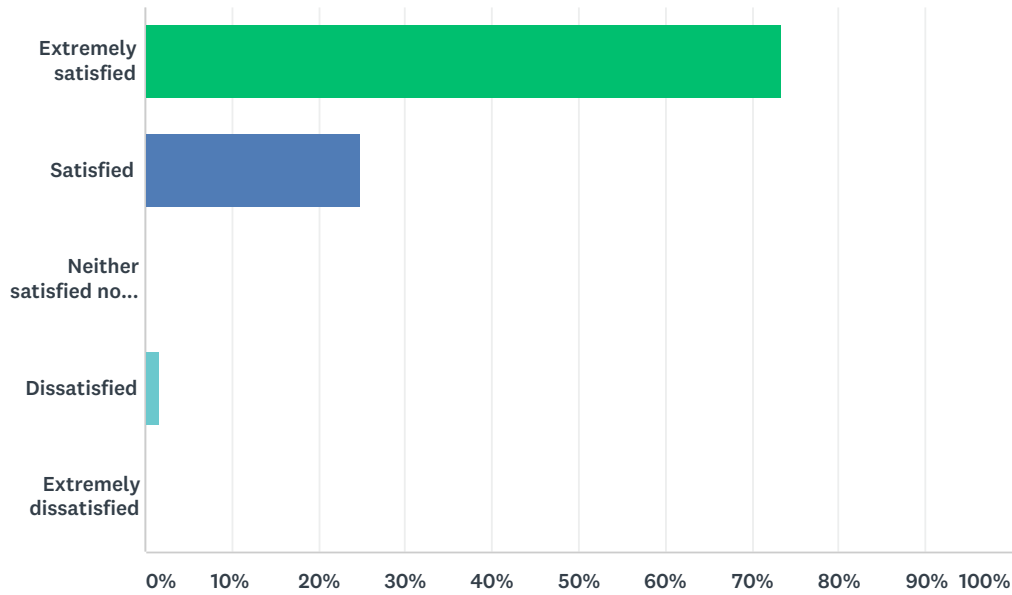
Answered: 60 Skipped: 114



ANSWER CHOICES	RESPONSES	
3 or more times per week	63.33%	38
1-3 times per week	25.00%	15
Less than 1 time per week	11.67%	7
Total Respondents: 60		

## Q19 Overall, how satisfied are you with your Menlo Masters experience?

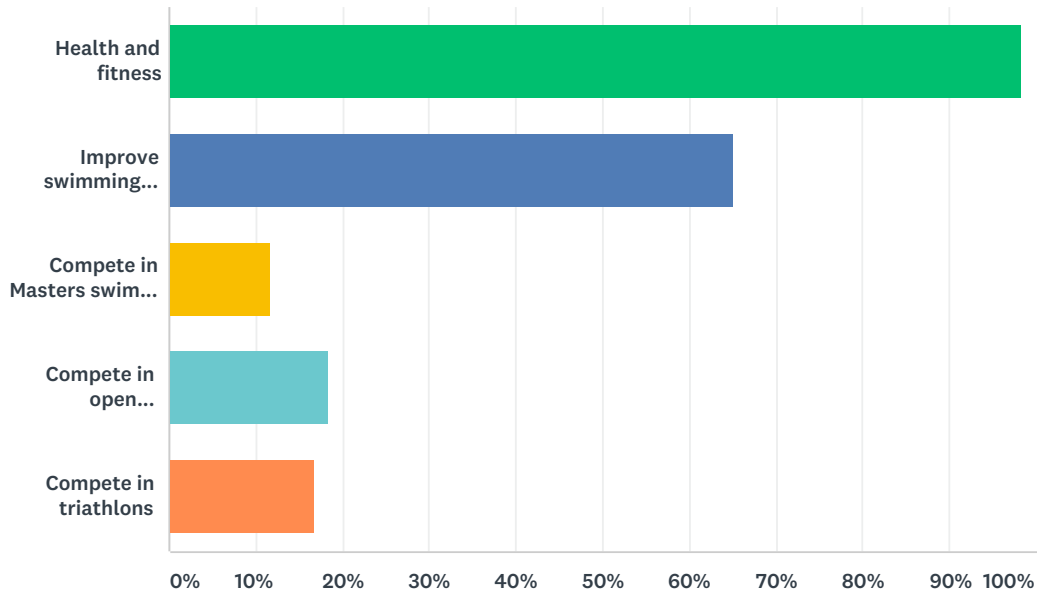
Answered: 60 Skipped: 114



ANSWER CHOICES	RESPONSES	
Extremely satisfied	73.33%	44
Satisfied	25.00%	15
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	1.67%	1
Extremely dissatisfied	0.00%	0
TOTAL		60

## Q20 My primary goals for swimming with Menlo Masters are.... (select all that apply)

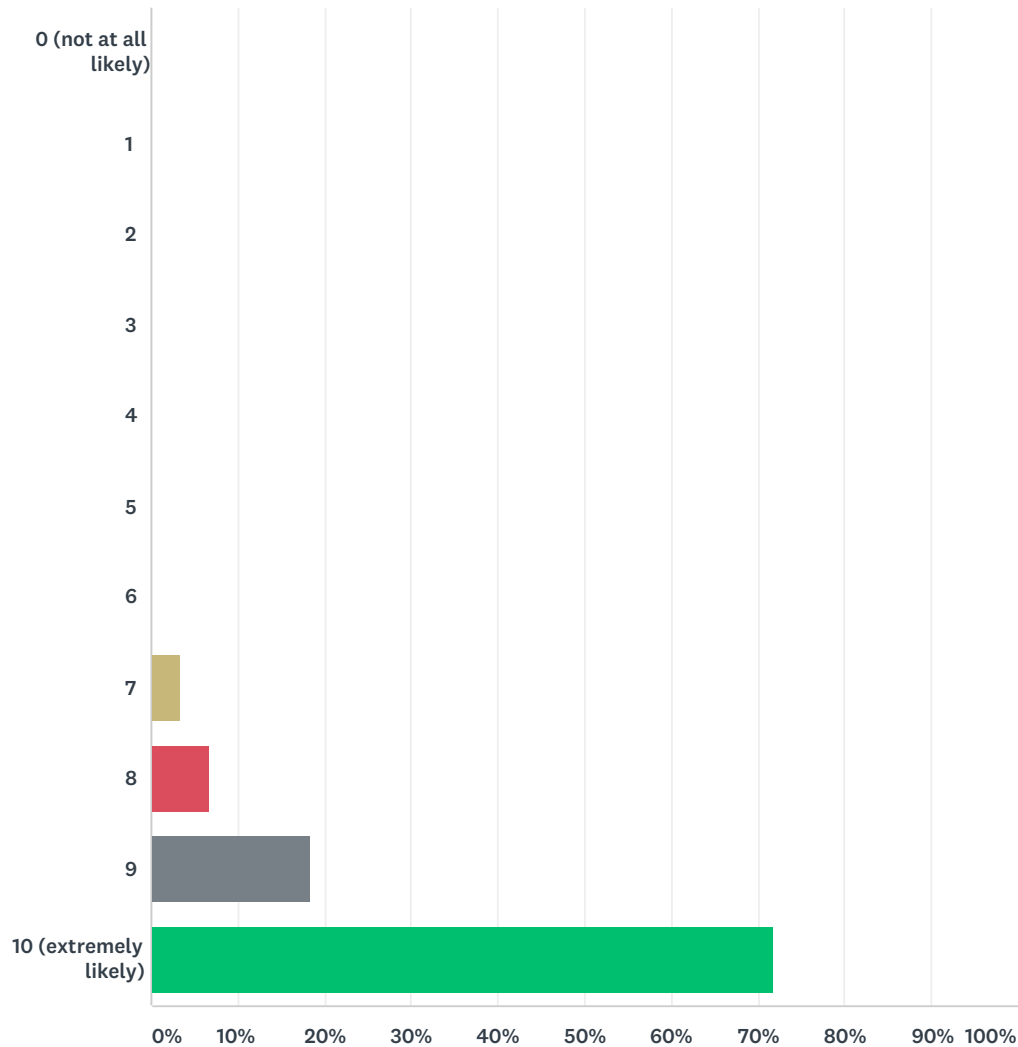
Answered: 60 Skipped: 114



ANSWER CHOICES	RESPONSES	
Health and fitness	98.33%	59
Improve swimming technique	65.00%	39
Compete in Masters swim meets	11.67%	7
Compete in open water/adventure races	18.33%	11
Compete in triathlons	16.67%	10
Total Respondents: 60		

## Q21 Considering your experience with Menlo Masters Swim, how likely are you to recommend Menlo Masters to a friend? (0 is not at all likely, 10 is extremely likely)

Answered: 60 Skipped: 114



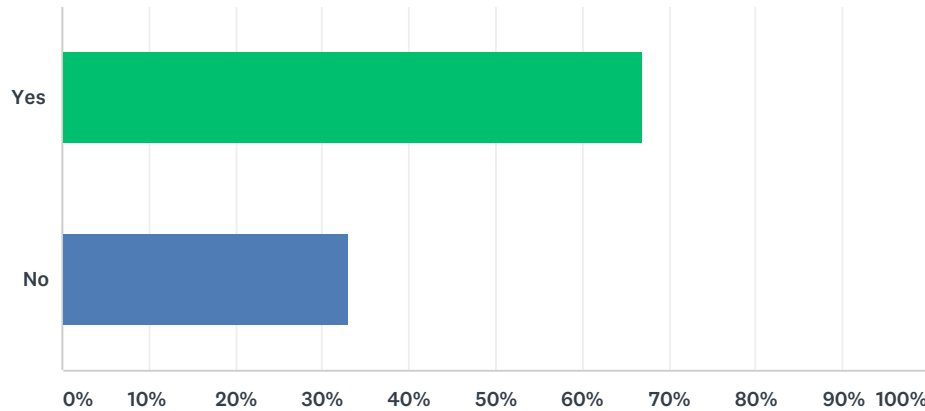
ANSWER CHOICES	RESPONSES	
0 (not at all likely)	0.00%	0
1	0.00%	0
2	0.00%	0
3	0.00%	0
4	0.00%	0
5	0.00%	0
6	0.00%	0
7	3.33%	2

## 2017 Community Survey

8	6.67%	4
9	18.33%	11
10 (extremely likely)	71.67%	43
TOTAL		60

## Q58 Have you ever contacted the Service Center, either by phone, email or in-person?

Answered: 163 Skipped: 11

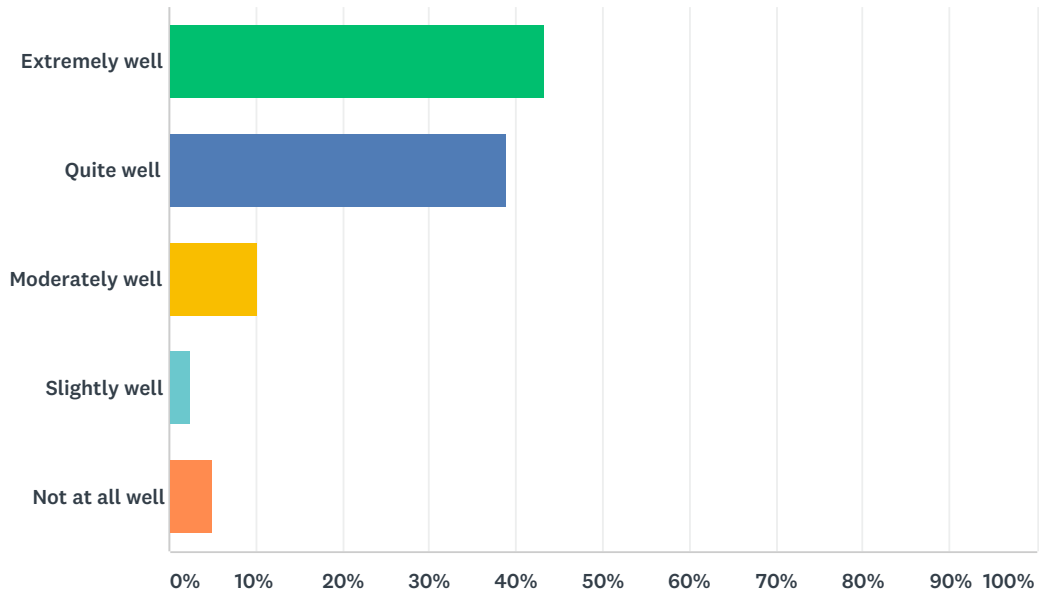


ANSWER CHOICES	RESPONSES	
Yes	66.87%	109
No	33.13%	54
TOTAL		163



## Q59 How well did our customer service representative answer your question or solve your problem?

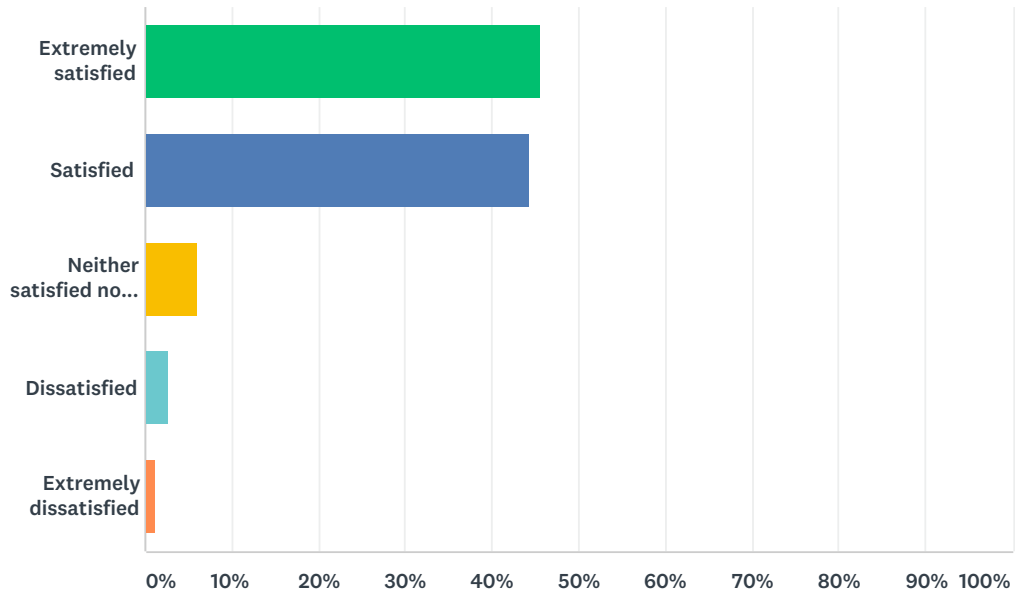
Answered: 118 Skipped: 56



ANSWER CHOICES		RESPONSES	
Extremely well		43.22%	51
Quite well		38.98%	46
Moderately well		10.17%	12
Slightly well		2.54%	3
Not at all well		5.08%	6
TOTAL			118

## Q60 Overall, how satisfied are you with customer service at Menlo Swim and Sport?

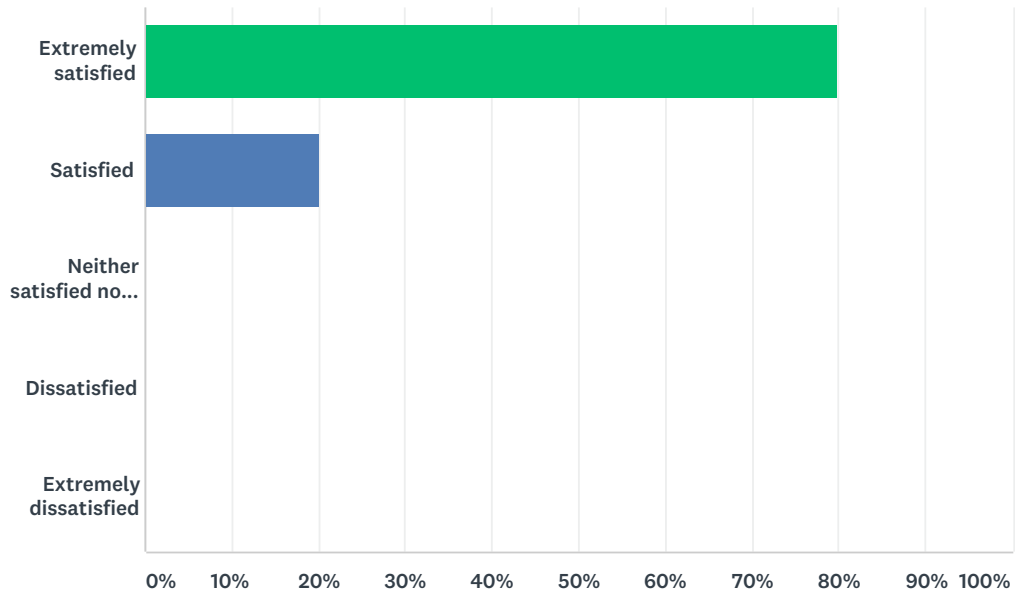
Answered: 149 Skipped: 25



ANSWER CHOICES	RESPONSES	
Extremely satisfied	45.64%	68
Satisfied	44.30%	66
Neither satisfied nor dissatisfied	6.04%	9
Dissatisfied	2.68%	4
Extremely dissatisfied	1.34%	2
TOTAL		149

## Q24 Overall, how satisfied are you with your Team Sheep experience?

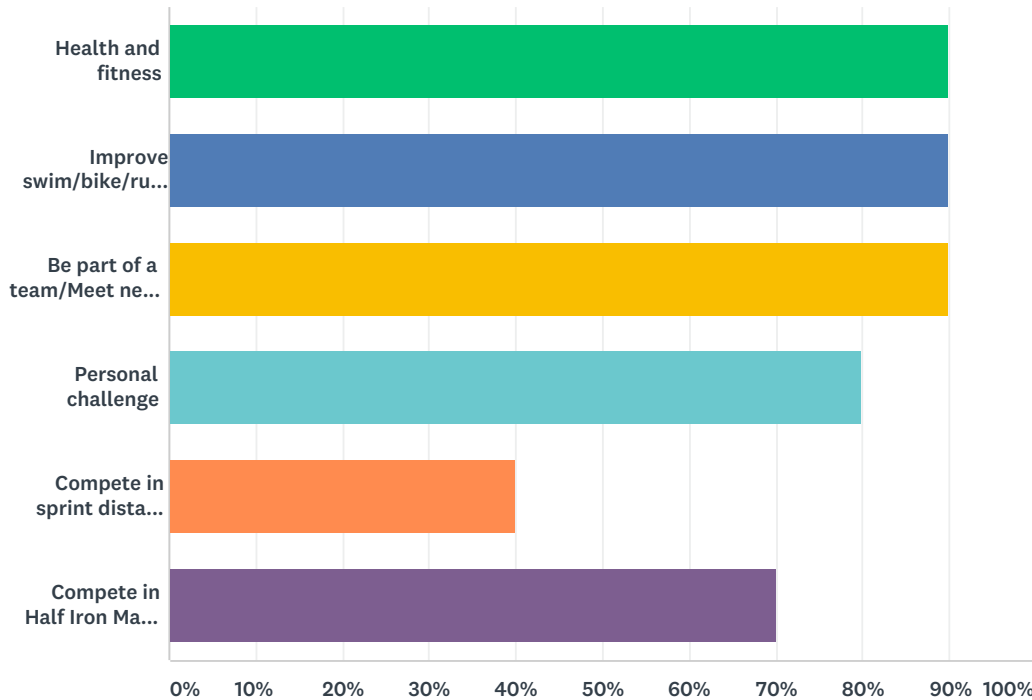
Answered: 10 Skipped: 164



ANSWER CHOICES	RESPONSES	
Extremely satisfied	80.00%	8
Satisfied	20.00%	2
Neither satisfied nor dissatisfied	0.00%	0
Dissatisfied	0.00%	0
Extremely dissatisfied	0.00%	0
TOTAL		10

## Q25 My primary goals for participating with Team Sheep are.... (select all that apply)

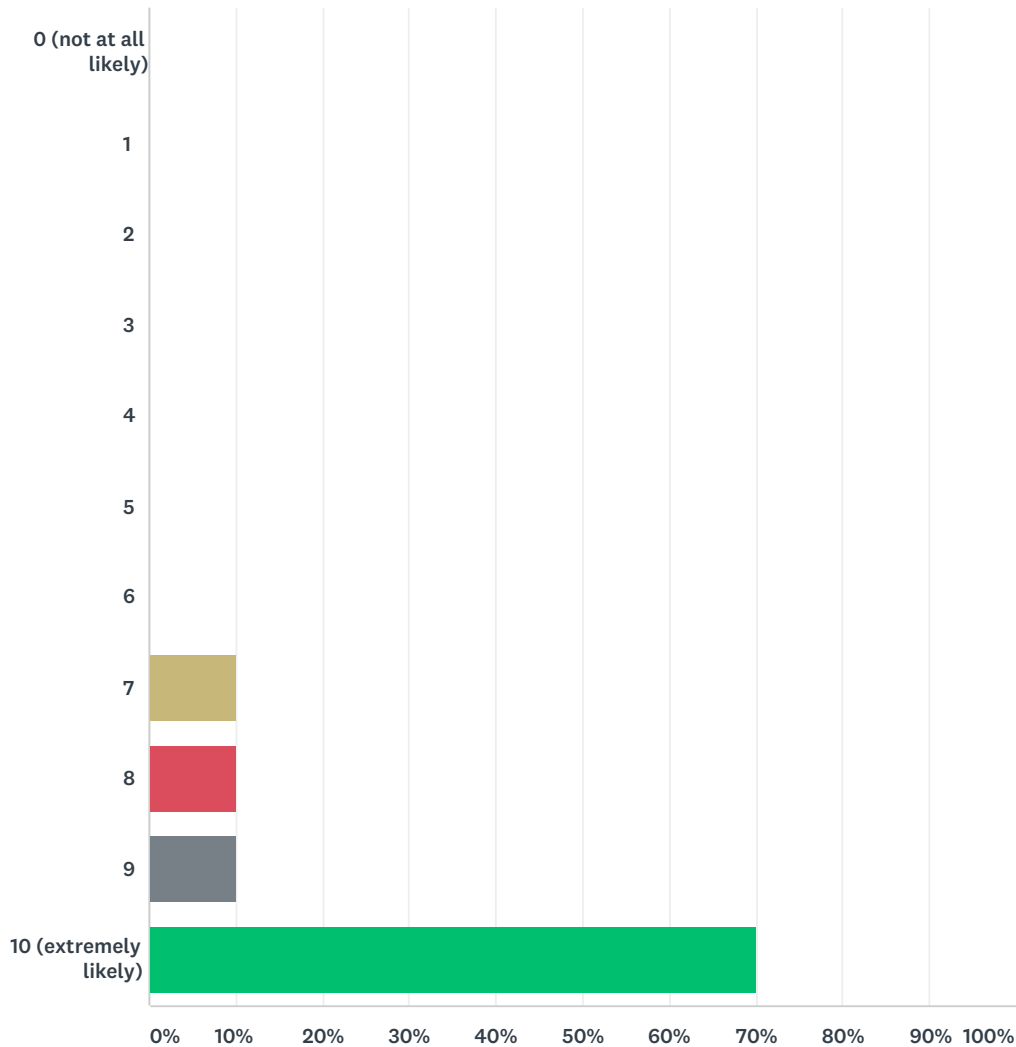
Answered: 10 Skipped: 164



ANSWER CHOICES	RESPONSES	
Health and fitness	90.00%	9
Improve swim/bike/run technique	90.00%	9
Be part of a team/Meet new people	90.00%	9
Personal challenge	80.00%	8
Compete in sprint distance triathlons	40.00%	4
Compete in Half Iron Man and/or Iron Man distance triathlons	70.00%	7
Total Respondents: 10		

**Q26 Considering your experience with Team Sheepher Triathlon Team, how likely are you to recommend Team Sheepher to a friend? (0 is not at all likely, 10 is extremely likely)**

Answered: 10 Skipped: 164



ANSWER CHOICES	RESPONSES	
0 (not at all likely)	0.00%	0
1	0.00%	0
2	0.00%	0
3	0.00%	0
4	0.00%	0
5	0.00%	0
6	0.00%	0
7	10.00%	1

## 2017 Community Survey

8	10.00%	1
9	10.00%	1
10 (extremely likely)	70.00%	7
TOTAL		10



## STAFF REPORT

### City Council

Meeting Date:

3/27/2018

Staff Report Number:

18-067-CC

### Consent Calendar:

**Approve a professional services agreement with Team Sheepher, Inc. for the operation of Burgess and Belle Haven Pools beginning April 1, 2018 through August 31, 2020 with options to renew for continuous 12 month periods**

## Recommendation

Staff recommends the City Council approve a professional services agreement with Team Sheepher, Inc. for operation of Burgess and Belle Haven pools to start on April 1, 2018 through August 31, 2020 with options to renew for a continuous 12 month period.

## Policy Issues

The City Council continues to support the approach of using Team Sheepher, Inc. as an alternative service provider given the history of outstanding customer service and the cost savings offered through outsourcing this program. Although the proposed agreement moves away from a lease arrangement to a more conventional contract program provider, it is fiscally prudent and consistent with Council goals.

## Background

The City of Menlo Park has provided aquatics programs at Burgess Pool since the 1960's and at the Belle Haven pool since the 1980's. While the Burgess Pool has been a year round facility, the Belle Haven Pool was a seasonally operated by the City mid-June through late August.

Pools are extremely expensive to operate with most municipal pools operating between 40 to 70 percent direct cost recovery with the General Fund (taxpayer dollars) subsidizing the balance. Community pools are places for people to gather and provide high community benefit which is why many cities support subsidizing their aquatics programs at a high level.

In 2006, the Burgess Pool was extensively renovated using Measure T bonds, including the 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 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 but necessary budget reductions. As a result, the aquatics program was identified for reduction. In May 2006, staff came up with an innovative approach to keeping the pools operating through the use of a private-public partnership. The City entered into a Lease Agreement with a private contractor, Menlo Swim and Sport (currently Team Sheepher, Inc.), 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 sought proposals from aquatic providers to operate the Burgess Aquatic Facility and

the aquatic programming with the pending expiration of the original lease with Menlo Swim and Sport. In addition, as a part of the development of long term budget strategies, staff decided to include the option to bid on operations at the Belle Haven Pool. A Request for Proposals (RFP) was issued on August 30, 2010. Only two proposals were submitted, including proposals from Menlo Swim and Sport and SOLO Aquatics. After extensive community input, the Parks and Recreation Commission recommended approval of a 5-year lease agreement with Menlo Swim and Sport.

At their meeting on May 5, 2015, the City Council directed staff to work with Team Sheepher, Inc. on a renewal and extension of the lease and forego the RFP process. After two years of negotiating, City staff reached an impasse with Team Sheepher over material terms such as rent, repair and replacement expenses, and pass through of certain operating expenses, like sewer charges. Also contributing to the delay were pool infrastructure audits at Burgess and Belle Haven Pools that provided information on the actual costs of maintaining the aging infrastructure.

Team Sheepher informed City representatives in September 2017 they were no longer interested in operating the pools under the current lease model and wanted to seek a more common private-public partnership. Under this contractor model, the City and the service provider share a percentage of the revenue generated from programs and services. The contractor is responsible for all direct expenses related to programming including direct labor, liability insurance, worker's compensation, health insurance, supplies marketing and promotion. The City owns responsibility for its facility including capital replacement, repairs and maintenance.

On September 26, 2017, the Council authorized City staff to extend the current lease to January 31, 2018 and later to March 31, 2018 with requested modifications from Team Sheepher that included City provision for pool maintenance and repairs, utilities, chemicals and a waiving of the rent payment. The extensions of the lease would allow staff time to develop terms for a new revenue sharing model or other alternative agreement that would maintain the current level of service and be sustainable for the short and long term.

## **Analysis**

The private-public partnership that has existed for the past 12 years to operate the City's aquatics programs produced a successful model, allowing the contractor to operate autonomously as a direct service provider with the deepest understanding of program needs for the entire aquatics community. The model has produced a creative mix of high quality programs meeting the diverse needs of the community. This "club model," as it has been referred to, features traditional and non-traditional aquatics programming for a variety of levels and abilities with convenient hours where pool users can enjoy lap and open swim at all times of the day. Residents benefit from service levels not commonly found with most municipally operated aquatics programs. The customer satisfaction survey results reported in Team Sheepher's Annual Report to the City continue to demonstrate the aquatic programs and operation are well received.

Given the City's high satisfaction with its current aquatics operations and based on past experience and difficulties in finding qualified pool operators, the City Council elected to forgo what would be a lengthy and staff-intensive RFP process in favor of working with our current operator to develop a new operating model which would maintain the current level of service that would be sustainable over the long term.

With City Council direction, staff worked with Team Sheepher to develop a new model for the operation of the pools. Moving away from the lease model to a contractor model, the City and the service provider share in a percentage of the revenue generated from programs and services. Given what was learned this past year on impacts to the aquatics business, a revenue share model will help reduce the uncertainty and volatility of an operation that is highly impacted by market conditions including changes in enrollment and increasing



operating costs. Other municipally operated pools typically absorb these impacts with their General Fund, acknowledging the low cost recovery possibilities of aquatics programs. The proposed revenue share model allows the City to recover some of its costs and reduce its subsidy while providing incentive to the provider to maximize potential growth benefitting the City's bottom line while increasing service levels to the community. The model preserves much autonomy for the provider, which minimizes inefficiencies leading to lower returns and ultimately impacting the City's revenue share.

### Summary of Proposed Agreement Terms

The proposed agreement with Team Sheeper preserves many of the terms of the existing agreement including maintaining the existing scope of recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations on the premises. In addition, the operator will continue to be responsible for registration for programs and for maintaining high levels of customer communication and service.

The provider maintains exclusive use of the premises for providing these programs while providing reasonable public access to and use of the premises which includes accommodating the SOLO swim team's use of Burgess Pool in accordance with schedule and terms in the agreement reflecting the current schedule and lane allocation.

The provider operates the Burgess and Belle Haven pools year round with the Burgess Pool operating 94 hours per week during the non-summer season, and 97 hours during the summer season. The Belle Haven Pool operates 20 hours per week during the non-summer season, and 54 hours during the summer season.

### Current Hours of Operation

Schedule	Burgess Pool		Belle Haven Pool	
	Non-Summer	Summer	Non-Summer	Summer
Monday	5:45am-8:00pm	5:45am-8:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Tuesday	5:45am-10:00pm	5:45am-10:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Wednesday	5:45am-8:00pm	5:45am-8:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Thursday	5:45am-10:00pm	5:45am-10:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Friday	5:45am-7:00pm	5:45am-8:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Saturday	6:00am-5:00pm	6:00am-6:00pm	N/A	10:00am-2:00pm
Sunday	7:00am-5:00pm	7:00am-6:00pm	N/A	N/A

Similar to prior agreements, the provider will continue to charge fees for public lap swim, open/recreation swim, swim lessons and pool rentals that are comparable to the rates and fees charged by other aquatic facilities in surrounding communities in alignment with the approved business model. The review of program fees will be included in the annual report to the City. Although the provider is responsible for setting program fees, the provider will continue to consider City input and market rates when establishing program fees.

## Impact on City Resources

In the proposed agreement the City continues to be responsible for pool operations and assumes maintenance at all expense levels including mechanical and facility repairs, custodial and landscaping services, utilities (water, sewer, electricity, gas, telephone, and internet), pool chemicals and facility supplies. These expenses are estimated to cost the City approximately \$381,000 annually for both Burgess and Belle Haven Pools.

## Overview of Financial Terms

Term	Current	Proposed Agreement
Rent	None	None
Revenue Share	None	30% above agreed threshold
Management fee for Burgess	None	None
Management fee for Belle Haven	\$5,000/mo from Facebook	No Change
Chemicals and pool supplies	City paid; est. \$8,600/mo	City paid
Maintenance and repairs	City paid; est. \$5,000/mo	City paid
Internet and telephone	Vendor paid; est. \$400/mo	City paid
Utilities	City paid; est. \$13,900/mo	City paid

## Environmental Review

This item does not require environmental review.

## Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

## Attachments

A. Professional Services Agreement for Menlo Park Aquatics Facilities

Report prepared by:  
Derek Schweigart, Community Services Director

**PROFESSIONAL SERVICES AGREEMENT**  
(Menlo Park Aquatic Facilities)

This Professional Services Agreement ("Agreement") is made and executed as of March 27, 2018, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheep, Inc., a California S Corporation ("Provider"), referred to herein individually as "Party" and collectively as "Parties".

**WHEREAS**, City is the owner of certain premises ("Premises") described below, and desires to provide recreational aquatics programming for the benefit of the community at the Premises;

**WHEREAS**, City desires to engage Provider to provide the recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations at the Premises ("Services") consistent with the current level of programming;

**WHEREAS**, Provider has been providing the Services pursuant to a Lease Agreement, which is expiring on March 31, 2018, and has the necessary professional expertise, qualifications and capability, and all required licenses and/or certificates to provide the services; and

**WHEREAS**, City and Provider desire to enter into this Agreement 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 six-lane x 25-meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a 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. SCOPE OF SERVICES.** Provider shall perform the Services, as more particularly described in Exhibit C attached hereto and incorporated herein by this reference in accordance with the terms and conditions contained in this

Agreement. Performance of all Services shall be to the reasonable satisfaction of the City.

**3. TERM.** The term of this Agreement shall commence on April 1, 2018 and shall terminate on August 31, 2020 ("Term"). If not terminated as set forth hereinafter, this Agreement shall automatically renew for successive 12-month periods (each year an "Extended Term"), subject to all of the same terms and conditions contained in this Agreement. Not less than 180 days prior to the expiration of the Term or Extended Term, either of the Parties may provide written notice requesting either an evaluation of the terms and conditions of this Agreement or termination of this Agreement. In the event no such notice of termination is given, this Agreement shall automatically continue for an Extended Term.

**4. BELLE HAVEN POOL MANAGEMENT FEE.** The City shall pay Provider a management fee for the operation of the Belle Haven Pool in an amount not to exceed Five Thousand Dollars (\$5,000) per month or Sixty Thousand Dollars (\$60,000) per year, unless otherwise approved by the City Council. The City currently receives annual funding for the Belle Haven Pool from Hibiscus Properties, LLC ("Facebook") pursuant to Section 9.1.1 of the Development Agreement dated December 14, 2016 and recorded in the Official Records of the County of San Mateo as Document Number 2016-133794. In addition to the management fee, pursuant to the terms of the prior Lease Agreement, the City shall pay to Provider Five Thousand Dollars (\$5,000) per month for the period January 1, 2018 through March 31, 2018 for a total of Fifteen Thousand Dollars (\$15,000) for operating the Belle Haven Pool, subject to and upon receipt by the City of funds from Facebook covering that time period. To the extent Provider has been paid all or any portion of the management fee directly by Facebook, the City shall be relieved from the requirement to pay such amount to Provider. If and when such annual funding is reduced or terminated, the City may terminate the Services at the Belle Haven Pool after providing 30 days' advance written notice to Provider. Provider shall be paid pro rata for Services performed at the Belle Haven Pool up to the termination date. If the Services at the Belle Haven Pool are terminated, the management fee shall also terminate.

**5. EXCLUSIVE USE OF PREMISES.** Subject to the terms of this Agreement, Provider shall have exclusive use of the Premises for the 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 and providing for reasonable public access to and use of the Premises pursuant to Section 6 of this Agreement. Provider shall have the exclusive right to staff, supervise and contract for such use of the Premises, subject to the terms of this Agreement. The Parties specifically agree that Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in Exhibit D, which shall not

be modified without mutual agreement of Provider and SOLO, unless SOLO is in breach of its contract with Provider.

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. 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.

**6. OPERATION, COMMUNITY ACCESS AND SCHEDULING.** Provider may operate the Premises between the hours of 5 a.m. to 10 p.m. seven days a week, 365 days a year. Provider currently operates the Burgess Pool from 5:45 a.m. to 8:00 p.m., and until 10:00 p.m. on Tuesdays and Thursdays Monday through Sunday and the Belle Haven Pool from 3:00 p.m. to 7:00 p.m. Monday through Friday. Provider may reasonably modify, subject to prior written approval from the City, which shall not be unreasonably withheld, the current schedule at either the Burgess Pool or the Belle Haven Pool if staffing is not possible or if it is not financially feasible to operate during certain hours. The City will provide its consent or objection to the requested change within 10 business days or the request will be deemed approved.

Provider will be responsible for the scheduling of the Premises. 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 from the Director of Community Services who is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

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

- a. Year-round lap swim, seven 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 subject to the City's provision a dome over the instructional pool, if possible.

Belle Haven Pool: Minimum public access and community use will include:

- a. Open to the public for a minimum of 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 days a week, Monday through Saturday; and
- b. Open/recreational swim hours will be at least three hours per day, six days per week but will be allowed on a “pool sharing” basis with other programming.

**7. PROGRAM REGISTRATION AND FEES.** Provider shall be responsible for having a method for the public to register and pay for programs. Provider shall collect all program fees for the Services provided pursuant to this Agreement. 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. 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. Although Provider is responsible for setting program fees, Provider shall consider both City input and market rates in establishing the program fees.
- d. The City will provide limited conference room space at the Arrillaga Family Gymnasium free of charge for Provider’s team meetings and trainings, subject to availability.
- e. The City will make sports field space at Burgess Park available free of charge for Provider camps and programs in exchange for pool use for City camps and programs, both subject to availability.

**8. REVENUE SHARING.** Provider shall maintain an annual profit and loss statement (“Statement”) during the Term and any Extended Term of this Agreement. The Parties acknowledge that the Provider’s Statement includes revenue from the Services at the Premises and also Menlo Fit/Boot Camp revenue and triathlon team revenue. If Provider’s revenue from the Services provided pursuant to this Agreement, exclusive of Menlo Fit/Boot Camp revenue and 2/3 of the triathlon team revenue, exceeds Three Million One Hundred Forty Thousand (\$3,140,000) in a single calendar year, Provider shall pay to the City 30 percent such revenue within 60 days of the end of the year.

**9. PROGRAM ADMINISTRATION.** Provider shall have adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. Provider shall maintain a customer database and appropriate records retention.

Provider shall develop sufficient communication and marketing in order to inform the public of the programs and services. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises, subject to availability. Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall be engaged with City staff and regional aquatics groups throughout the year and shall attend an annual meeting convened by the City. Additionally, Provider shall prepare and provide an annual report no later than January 30 of each year to City 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 a fee comparison to other public pools in the region;
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 12, below, are met;
- h. Risk management documentation, outlined in Section 13, below; and
- i. Training certifications listed by staff member.

Provider shall maintain reasonable evidence and documentation of this information and have these records accessible to the City at any time following 10 days written notice.

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

**10. COMPLIANCE WITH LAWS AND REGULATIONS.** 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

**11. HEALTH AND SAFETY.** Provider shall 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 in Section 10 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

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.

**12. STANDARD OF CARE.** Provider shall 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, basic maintenance and janitorial services during business hours, cleanliness of facilities, safety, and risk management. 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 identified in Section 9, above.

**13. 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 plan, drills conducted, emergency equipment and communication process.
- b. Facilities & Equipment - inspection, maintenance, and checklists.
- c. Supervision - quality, quantity, lesson plans and progression.
- d. Training - requirements and appropriate staff.
- e. Documentation - manuals, waivers, medical screening, skills screening, risk information provided to public, policies and evaluations.

**14. EMERGENCY ACTION PLAN AND PROCEDURES.** 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.

**15. MAINTENANCE, REPAIR, CUSTODIAL AND LANDSCAPING.** The City will be responsible for the maintenance and repair of the equipment and facilities at the Premises, including:

- a. Burgess Pool: three pools, appropriate signage, offices, lobby, locker rooms and shower area, restrooms, pool decks, fences and gates, lawn area, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.
- b. Belle Haven Pool: two pools, appropriate signage, office, locker rooms and shower area, restrooms, pool decks, fences and gates, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.

If in the course of operating the Premises, Provider identifies any equipment, facilities or portion thereof in need of maintenance or repair, Provider shall notify the City's Public Works Director or his/her designee as soon as possible and the City shall be responsible for performing the necessary maintenance or repair work. If any maintenance or repair work requires immediate emergency attention, Provider may engage a preferred City contractor directly after obtaining consent from the City's Public Works Director or his/her designee. Provider shall be reimbursed by the City for any costs incurred by Provider in addressing the immediate/emergency maintain/repair work. If the Facilities or equipment are damaged due to the willful misconduct or negligence of Provider, its employees, subcontractors, or program participants, Provider is responsible for any necessary repair or replacement of such damage at Provider's sole cost and expense.

Provider shall employ or contract one full-time custodial support staff from 3:00 a.m. to noon, consistent with Provider's current practice. The City will provide

janitorial service during midday and Saturday and Sunday evenings. The City and Provider shall coordinate custodial services to ensure the Premises is maintained in an orderly, clean and professional condition. The City shall provide all incidental facility supplies, such as paper towels, toilet paper, etc. The City agrees to reimburse Provider, upon approval by the Public Works Director, or his/her designee, up to Two Hundred Dollars (\$200) per month for the purchase of incidental supplies. The City shall provide landscaping services for the Premises.

The City shall provide and be billed directly for all necessary pool chemicals. Provider shall employ or contract for a Certified Pool Operator. Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include: daily pool and chemical log and checklists for routine maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annually, and annually).

**16. UTILITIES.** The City shall provide, without cost to Provider, all utilities necessary to operate the Premises for the purposes identified in this Agreement, including water, sewer, stormwater, electricity, gas, telephone and internet. Provider shall modify operations to comply with any conservation requirements imposed by any utility operator. Provider shall consult with and obtain City approval prior to making any operational changes that would impact utility costs and regulatory compliance.

**17. INSURANCE.** Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating to the Provider's use of the Premises. The insurance company or companies 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 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 a claim is made or a 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:

<b>Insurance Category</b>	<b>Minimum Limits</b>
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its

Employer's Liability

officers, officials, employees and volunteers.

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 Agreement 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.

Provider shall require any subcontractor who uses the Premises more than once 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 subcontractor to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each Party hereby waives and agrees 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.

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

- a. Safety: 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 federal 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 relative to Provider's responsibilities pursuant to this Agreement, including inspections relating to pool chemistry, pool equipment, and safety practices.
- c. Operations: An annual operational audit will be conducted by an external expert and industry professional approved by the City. 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 and procedures review, site inspection, code compliance and record keeping practices, and 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 for each calendar year during the Term of this Agreement for City staff and outside consultant review. The purpose for such review shall be for determining appropriate revenue sharing, if any, pursuant to Section 8. Provider agrees, upon the City's request, to make all books and records available to the City for review such that the City is provided the opportunity to confirm the accuracy of the financial reports provided.

**19. CITY ACCESS.** The City shall have access to the Premises or any part thereof for municipal purposes, which may include the performance of maintenance and repairs in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas. When City access will be during the Provider's operational hours and may impact the provision of Services, the City shall provide prior notice and coordinate access with the Provider.

**20. IMPROVEMENTS.** Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements 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 Agreement, 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 Agreement will be at City's sole expense and the City will be responsible for the use and maintenance of the improvements.

**21. 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, 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.

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

**23. WAIVER OF CLAIMS.** Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, 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.

**24. INDEMNIFICATION.** Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, 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, 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 Agreement.

**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.

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 Agreement.

For the purposes of this Agreement, 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 Agreement, 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 Agreement 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 Agreement is San Mateo County, California.

**29. ASSIGNMENT AND NONTRANSFERABILITY.** Provider understands and acknowledges that assignment of this Agreement 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 Agreement 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 for certain hours, subject to prior approval by the City, which shall not be unreasonably withheld. Such use is contingent, in part, upon said entity or organization indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Agreement. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named

as additional insureds. Any insurance policy maintained by a such an entity organization 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 Agreement and not to cause, Agreement, 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 Agreement, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

**31. TERMINATION OF AGREEMENT.**

a. Default. City or Provider shall have the right to terminate this Agreement by written notice to the other party for any default or breach of any term or condition of this Agreement 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 30 days after the delivery of such notice without being cured, the non-defaulting and non-breaching Party may elect to terminate this Agreement 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 30 days nor more than 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 Provider of such dissatisfaction and the Parties shall meet and confer within 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 Agreement by giving written notice of such termination to Provider. Termination shall be effective not less than 90 days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within 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 Agreement and shall give written notice to Provider of such final determination. If the City Council determines the Agreement



should be terminated, termination of the Agreement shall be effective not less than 90 days after the date of such notice.

c. City Expense. The City may terminate this Agreement, effective 90 days from the date of the notice, if the City's costs for maintenance and repair (Section 15), and utilities (Section 16) are exceeding the amounts budgeted by the City for such costs.

d. Provider's Option. Provider may terminate the Agreement at Provider's option upon the occurrence of any of the following: (1) upon the death of Tim Sheep; (2) upon the disability of Tim Sheep, if such disability prevents him from running Provider's business operations for a continuous period of 60 consecutive days; or (3) upon financial hardship, which shall require not less than six month written notice to terminate Agreement based on financial hardship.

Termination shall be effective on the later of 90 days after the date of any such notice, the date of termination specified in the notice or such later effective date as is required pursuant to any specific provision of this Agreement. In the event Provider does not elect to terminate the Agreement as permitted herein, the Agreement 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 Agreement, Provider shall restore the Premises to its condition prior to the execution of this Agreement, excluding (a) wear and tear and natural deterioration based on the passage of time, (b) items subject to the City's obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, and (c) other changes or improvements to the Premises previously approved by the City, 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:
  - i. the actual cost of this removal, demonstrated by valid receipts and invoices;
  - ii. a 15 percent overhead to City for reasonable costs in contracting and supervising the removal work; and

- iii. any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within 10 days of submission of invoice to Provider. If not paid within this time, then interest will be charged at 10 percent or the maximum extent allowed by law, whichever is less.

**33. NOTICE.** All notices under this Agreement 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, Inc.  
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 Agreement 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 Agreement may be amended only by a written instrument executed by the Parties.

**36. AUTHORITY.** The individuals executing this Agreement 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 Agreement.

**37. NO WAIVER.** Waiver by either Party of a breach of any covenant of this Agreement 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 Agreement. No waiver by either Party of a provision of this Agreement will be considered to have been made unless expressed in writing and signed by all parties.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement 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

## Exhibits

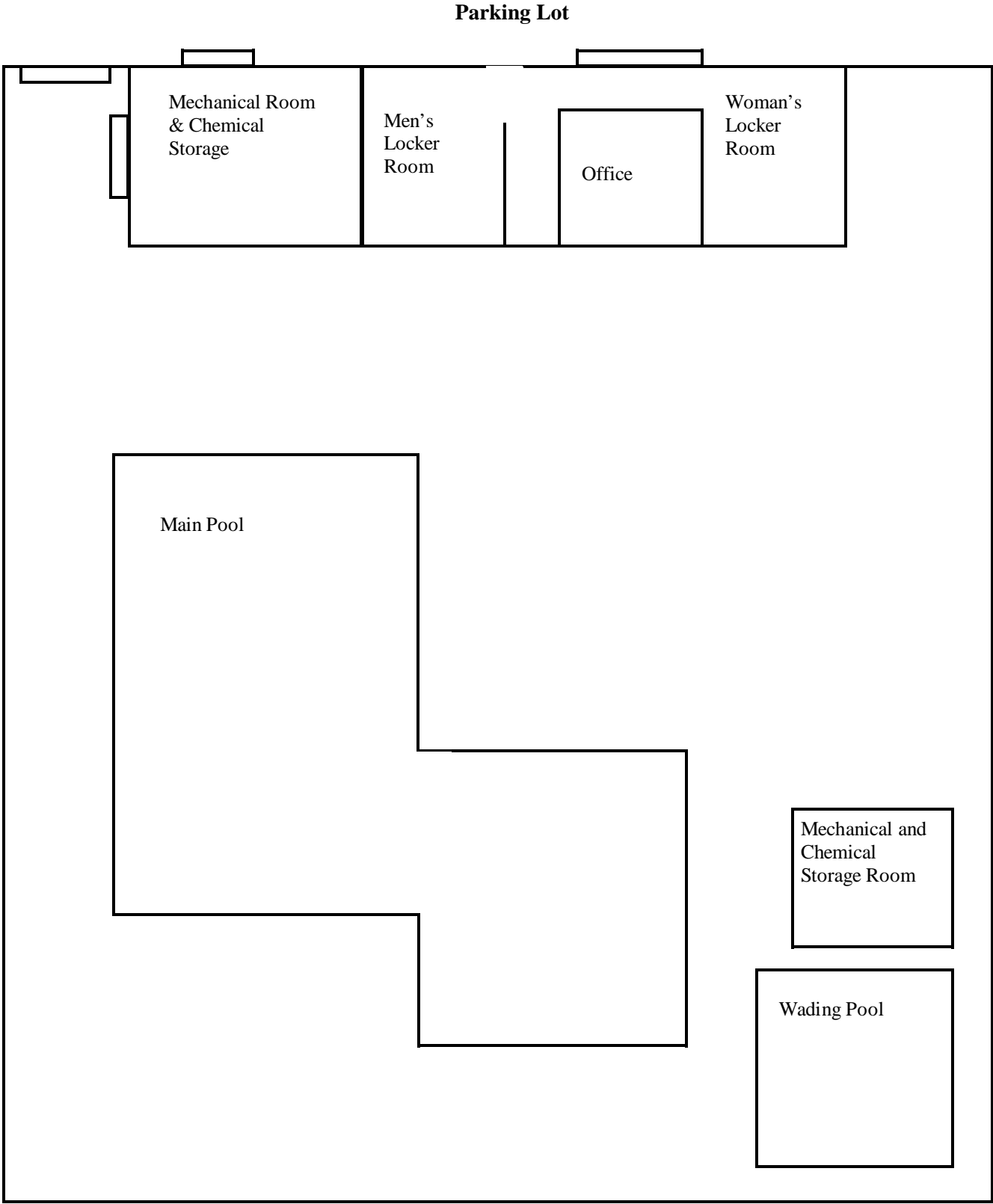
- A. Burgess Pool Site Map
- B. Belle Haven Pool Site Map
- C. Scope of Services
- D. SOLO Schedule and Terms



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**BELLE HAVEN POOL MAP :**

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Menlo Swim and Sport  
2018 Scope of Services

**1. Lap Swim**

Description: Community based, non-structured, fitness swimming in both performance and instructional pools with the goal of having lane availability whenever the business is open. Drop-in and membership options

Frequency: 7 days/wk, year-round

Times: Opening to closing

Belle Haven: Weekdays during all open hours, year-round

**2. Open Swim**

Description: Community-based, non-structured, play and family time in both the performance and instructional pool. Increasing pool availability during warmer high demand seasons. Drop-in and seasonal memberships options.

Frequency: 7 days/wk, year-round

Times: Late morning to evening hours, all-day on weekends

Belle Haven: Summer focus-4 hours/daily

**3. Menlo Aquatics-Youth Year-Round Swim Team**

Description: Community-based, structured and programmed with performance incentives including weekend off-site coached events and competitions. Segmented and serving various age-groups from 6-18 year olds. Monthly memberships.

Frequency: 6 days/wk, year-round

Times: After school to late evening weekdays and late morning on Saturdays

Belle Haven: Full program not available, but Belle Haven is used during summer.

**4. Menlo Mavericks-Youth Summer Swim Team**

Description: Community-based, introductory-level, structured and coached 10-week program that is part of a regional competitive league with weekday and weekend events. Monthly memberships.

Frequency: Monday-Saturday, summer only

Times: Morning and afternoon hours throughout the summer

Belle Haven: Not available

**5. Menlo Mavericks-Youth Water Polo Team**

Description: Community-based, year-round team that serves introductory and intermediate level players that compete locally and regionally. Monthly memberships.

Frequency: 3 days/wk

Times: Afternoons year round

Belle Haven: Only available at Belle Haven

**6. Menlo Swim School**

Description: Community-based, year-round service that targets individuals 6 months to adults. Small group, semi-private and private instruction that teaches to class ability level. Various segmented levels that supports time efficient and optimum improvement. Monthly membership.

Frequency: 7 days/wk, year-round.

Times: Mornings to late evening with a long lunch break.

Belle Haven: Available spring, summer and fall

#### **7. Camp Menlo-Summer and School Holiday Camps**

Description: Community based, seasonal program that serves youth from 4.5-15 year olds with 5 different offerings of week-long camps. Pre and post camp care is available. Most campers take part in a small group swim lesson each day. Weekly fee.

Frequency: Monday-Friday for 10 weeks spanning the summer months.

Times-Early morning to late afternoon options.

Belle Haven: Not available at Belle Haven

#### **8. Menlo Masters-Adult Swim Team**

Description: Community-based, year-round team that serves introductory to advanced participants. Stroke and fitness improvement along with growth of interpersonal relationships and connection to the community are the goals. Local, regional and international competitions are a part of the curriculum. Monthly memberships and daily drop-ins available.

Frequency: Several daily workouts available

Times: Before work, lunch-time and weekend morning offerings

Belle Haven: Not available

#### **9. Team Sheeper Triathlon-Adult Triathlon Program**

Description: Community-based, year-round team that serves introductory to advanced participants. Improving personal skills and fitness along with community connection are the main goals. Monthly membership.

Frequency: A few workouts on daily basis year round

Times: Before work, lunch-times and evenings during the week and morning on weekends

Belle Haven: Not available

#### **10. Aqua Fit-Adult Water Exercise**

Description: Community based, year-round program that targets the non-swimming fitness seekers including the senior population seeking respite from gravity based land exercises. Cardio-vascular and muscular strength improvement is focused upon. Monthly memberships and daily drop-ins available.

Frequency: Offered daily, excluding Saturday

Times: Early mornings weekdays and Sunday, evenings on Tuesday and Thursday

Belle Haven: Not available

**11. Aqua Wellness- Adult Water Therapy**

Description: Community based, year-round program that targets individuals who need assistance with range-of-motion in joints, muscular strength and coordination or are in recovery from an illness or surgical procedure. Monthly memberships or daily drop-ins available.

Frequency: 3 mornings per week

Times: Mid to late morning hours

Belle Haven: Not available

**12. Menlo Mavens-Women's Water Polo Team**

Description: Community based, year-round program that attracts beginners to high level players. The uniqueness of the program serves as a connection point for many women who thrive on interacting with other inspiring and courageous women in the community. The team competes locally, regionally and internationally. Monthly membership and drop-in options available.

Frequency: 2 time per week

Times: Weekday evening and weekend morning

Belle Haven: Annual weekend tournament is hosted at Belle Haven

**13. Pro Services-Private Premium Coaching**

Description: Personal and tailored premium coaching available for clients who do not fit into our established group structure or for those who want the extra attention from a professional level instructor. Monthly memberships or per session fee available.

Frequency: Daily, year-round

Time: Flexible and available all open hours

Belle Haven: Available during open hours with a highly experienced professional

**14. Safety Academy-Lifeguard Certification Courses**

Description: Red Cross certified lifeguard classes are instructed by our Red Cross certified instructors for anyone in the community or region who are seeking their Red Cross lifeguarding certification. A 3-day, 30+ hour course that blends on-site learning and on-line learning. Certification class fee.

Frequency: Monthly year-round, and weekly during peak summer months

Times: Friday evenings, and full day Saturdays and Sundays.

Belle Haven: A portion of the classes are conducted at Belle Haven

**15. Community Rentals and Clinics**

Description: For profit and not for profit community based rentals agreements are entered into throughout the year. An underwater hockey team, a youth swim team (SOLO), a triathlon team (Team in Training) are the year-long agreements. Along with Boy scouts, Cub scouts, Girl Scouts and public and private schools, personal swim clinics. Full pool and individual lane rentals are available

Frequency: Daily, year-round

Time: Various times throughout the year

Belle Haven: Synchronized swimming is the predominant agreement

**16. Menlo Boot Camp-Adult Land Based Exercise Classes**

Description: Community based, year-round program focused on improving general functional strength and well-being for adults. Strength and endurance exercises are used in a group setting that forms community and purpose for life-long vitality and mobility. Monthly memberships and daily drop-in options available.

Frequency: Weekdays, year-round

Times: Early and mid-morning hours

Belle Haven: Not available

**17. Pro Shop-Food and Merchandise**

Description: Support of fuel and gear for the community members using the aquatic or surrounding campus at Burgess Park. Low prices on food and merchandise and the high accessibility of the store make it a convenience for staff and participants.

Frequency: Daily, year-round

Times: During all open hours

Belle Haven: Available on a reduced scale.

**EXHIBIT D**  
**SOLO SCHEDULE AND TERMS**

The SOLO Aquatics swim team ("SOLO") will be able to use Burgess Pool and Belle Haven Pool on the following terms:

- a. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, eight (8) lanes in Burgess performance pool September 1<sup>st</sup> through May 31<sup>st</sup>.
- b. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, four (4) lanes in Burgess performance pool June 1<sup>st</sup> through August 31<sup>st</sup>. Additional lanes may be provided at current rental rates during summer if Provider agrees and open swim attendance allows.
- c. Rental rate will be \$14 per lane hour for the term of the Agreement.
- d. SOLO may elect to opt out of any of the hours provided for herein with 30 days notice.
- e. SOLO will be billed thirty (30) days in advance and on a monthly basis. Any payment not received by Provider within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.
- f. When the Belle Haven Pool is operational, youth swim team rental shall have the option to use the Belle Haven Pool at agreed upon rates and times.
- g. Youth swim team will have access lobby area of the Burgess Pool for marketing purposes to be approved by Provider in advance.
- h. SOLO shall provide proof of insurance listing the Provider and City as additional insureds.
- i. SOLO shall comply with all of the facilities policies and rules of conduct.
- j. SOLO may not allow any other organization or individual to use any of the privileges or services provided by the Provider
- k. SOLO is responsible for the control and supervision of all participants in their program.
- l. If storage is provided for equipment at the request by SOLO, the Provider is not responsible for any damages or losses to the SOLO's equipment.
- m. They City and Provider reserve the right to close the pool(s) at any time for maintenance or any safety reason. Provider will make every attempt to give notice when possible and assist with informing the SOLO and its participants.
- n. Provider shall have the right to terminate its agreement with SOLO by written notice to the SOLO for any default or breach of any term or condition herein. SOLO will be provided not less than thirty (30) days notice and opportunity to cure any notice of default. Provider shall provide City with a copy of any notice of default provided to SOLO.

- o. City requires a written agreement on a form approved by the City Attorney between the two parties with a copy provided to the City no later than the commencement of the Term of the Agreement between the City and Provider; provided however, Provider shall not be considered in default of the terms and provisions of the Agreement if SOLO has refused to execute a written agreement with Provider on such form approved by the City Attorney.

# Parks & Recreation Commission



## REGULAR MEETING MINUTES **DRAFT**

**Date:** 5/23/2018  
**Time:** 6:30 p.m.  
**Arrillaga Family Recreation Center**  
**Cypress Room**  
**700 Alma St., Menlo Park, CA 94025**

### **A. Call To Order**

Vice Chair Johnson called the meeting to order at 6:36 p.m.

### **B. Roll Call**

Present: Vice Chair Johnson, Commissioner Harris, Commissioner Lane (arrived at 6:38p.m.)  
Commissioner Palefsky, Commissioner Payne and Commissioner Shenk  
Absent: Commissioner Baskin  
Staff: Community Services Director Derek Schweigart

### **C. Public Comment**

There was no Public Comment.

### **D. Presentations and Proclamations**

#### **D1. Menlo Park Senior Programs Presentation**

Program Assistant Airel Tinajero gave a presentation on the Menlo Park Senior Programs. She mentioned the many foundations that provide materials and help the Senior Center programs run every day. She also mentioned all the events the Senior Center holds throughout the year and recognized the help received from the volunteers on a daily basis.

### **E. Regular Business**

#### **E1. Approve the Parks and Recreation Commission minutes for the meeting of March 28, 2018 ([attachment](#))**

**ACTION:** Motion and second (Shenk/Harris) to accept the Parks and Recreation Commission meeting minutes of March 28, 2018; passed 6-0-1 (Commissioner Baskin absent)

#### **E2. Appoint Parks and Recreation Commission Chair and Vice Chair**

**ACTION:** Motion and second (Harris/Palefsky) to nominate Vice Chair Johnson as Commission

Chair; Johnson accepted the nomination, there were no other nominations; passed 6-0-1 (Commissioner Baskin absent). Jennifer Johnson was declared Chair.

**ACTION:** Motion and second (Johnson/Lane) to nominate Commissioner Harris as Commission Vice Chair; Harris accepted the nomination, there were no other nominations; passed 6-0-1 (Commissioner Baskin absent). Christopher Harris was declared Vice Chair.

E3. Parks and Recreation Commission Work Plan Goals Planning for 2018-2020 ([attachment](#))

Derek Schweigart and the Commission reviewed and discussed the Parks and Recreation Commission Work Plan Goals for 2018-2020.

**F. Reports and Announcements**

F1. Commissioner Reports (Palefsky)

Commissioner Palefsky reported on how successful the goats have been at Sharon Park and Sharon Park hill.

F2. Community Services Director's update and announcements ([Staff Report # 18-007-PRC](#))

Derek Schweigart gave the Community Services Director's update and announcements.

**G. Informational Items**

G1. Update on the Community Services Department 2015 Operational Review and Strategic Plan ([Staff Report # 18-008-PRC](#))

Derek Schweigart gave the Commission an update on the Community Services Department 2015 Operational Review and Strategic Plan.

**H. Adjournment**

Chair Johnson adjourned the meeting at 8:17 p.m.

Linda Munguia, Senior Office Assistant





## STAFF REPORT

### Parks and Recreation Commission

**Meeting Date:** 6/27/2018

**Staff Report Number:** 18-010-PRC

**Regular Business:** Review and approve the Commission quarterly report to the City Council and the proposed Commission Goals for 2018-2020

### Recommendation

Staff recommends that the Commission review and approve its quarterly report to the City Council and the proposed Commission 2-Year Work Plan goals for the period including May 2018 to May 2020.

### Policy Issues

The proposed work plan goals are consistent with Menlo Park Council Policy CC-01-0004 that defines the purpose for the commission which includes advising the City Council on matters related to City programs and facilities dedicated to recreation, i.e., those programs and facilities established primarily for the participation of and/or use by residents of the City.

### Background

Commissions are responsible for establishing a 2-year work plan that is in line with the City Council's goals, which guides the commissions' activities and projects. Once finalized by the advisory body, it is formally presented to Council for direction and approval and then reported out on by the advisory body during the year and at the completion of the work plan. Advisory body's biennial plans will serve as a useful tool for both the advisory body and the Council to ensure that the work plan reflects the vision, mission, or priorities of the Council.

The Parks and Recreation Commission is charged with advising the City Council on matters related to City programs and facilities dedicated to recreation, i.e. those programs and facilities established primarily for the participation of and/or use by residents of the City. This general charge includes advising on:

- Adequacy and maintenance of such facilities as parks and playgrounds, recreation buildings, facilities, and equipment.
- Adequacy, operation, and staffing of recreation programs.
- Modification of existing programs and facilities to meet developing community needs.
- Long range planning and regional coordination concerning park and recreational facilities.

The Parks and Recreation Commission's Mission Statement: The City of Menlo Park Parks and Recreation Commission will strive for excellence in teamwork to: preserve and protect open space and parklands; be responsive to community needs for leisure, cultural, and social programs; affirm the diversity in the community; maintain its availability, visibility, and accessibility to the community and the media; promote safety in all facilities and programs; be financially responsible; and maintain a liaison between the community and city government.

## **Analysis**

The City Council approved the current Commission work plan on August 23, 2016. Over the last two years the Commission worked steadily to address those goals and a summary of achievements is included in the 2-Year Work Plan update as (Attachment A). The Commission developed new work plan goals starting in March 2018. The following are the proposed goals for the Commission to review and to recommend to the City Council for approval.

For the years 2018-2020, the Parks and Recreation Commission will evaluate, advise and make recommendations in order to:

1. Provide high quality and inclusive programs and services that meet the diverse and changing needs of all Menlo Park residents and neighboring communities;
2. Ensure City Parks and Community Facilities are well-maintained, upgraded and/or expanded to improve accessibility and usage by a diverse population, while promoting sustainable environmental design and practices;
3. Improve class and program offerings, venues, partnerships and sponsorships to increase the quality and accessibility of educational, recreational, sporting, artistic, and cultural programs in the City of Menlo Park;
4. Support initiatives, partnerships and projects that intersect with the City's Park and Community Services resulting in well-coordinated efforts to meet the needs of residents.

## **Impact on City Resources**

There is no impact to City resources associated with this action.

## **Environmental Review**

The proposed action does not require an environmental review.

## **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

## **Attachments**

A. PRC Work Plan Goals and Achievements FY 2016-2018

Report prepared by:  
Derek Schweigart  
Community Services Director

Parks & Recreation Commission  
Work Plan Goals and Achievements FY 2016-2018

1.	<p>Research and evaluate the social services and recreation opportunities in the City of Menlo Park, particularly in the Belle Haven Neighborhood resulting in high quality programs and services meeting the diverse and changing needs of residents throughout the City.</p>
	<p>Achievements:</p> <ul style="list-style-type: none"> <li>• The Commission received a presentation and overview of the City's Child Care programs which include the Menlo Children's Center Preschool and After School programs, Belle Haven Child Development Center and the Belle Haven After School and Camp Menlo programs. The Commission continues to support increased preschool program opportunities in the community and quality after school care.</li> <li>• Commission provided feedback on Belle Haven Pool Audit and Master Plan and approved a recommendation to Council to accept the Master Plan and Option B which includes a complete pool remodel. The pool audit and master plan is identified as item # 11 in the 2017 Council Work Plan. It is anticipated that the master plan will be presented to Council at their meeting on September 26.</li> </ul>
2.	<p>Study and evaluate, through such means as the Master Plan process, operational planning goals, utilization options, and guidelines for City Park and Community Services facilities resulting in facilities and equipment being properly maintained, upgraded and/or expanded to meet community needs.</p>
	<p>Achievements:</p> <ul style="list-style-type: none"> <li>• The Commission participated in the annual Parks and Recreation Facilities Tour which included Burgess, Nealon and Sharon Parks and Facilities. Commissioners had the opportunity to observe recreation classes and programs, aquatics programming and tour the parks. Commissioners were particularly interested in the playgrounds and the CIP projects scheduled at Nealon Park.</li> <li>• Reviewed the Bedwell Bayfront Park (BBP) Master Plan scope of work and approved the overall approach to project.</li> <li>• Reviewed and provided feedback on the proposed BBP Master Plan community engagement process and appointed Commissioner Marianne Palefsky to participate on the BBP Oversight and Outreach Committee for the project.</li> <li>• The Commission received a presentation and provided feedback to the Public Works Parks Division on the Menlo Park Playgrounds Audit and proposed CIP projects. Also, commissioners Laura Lane</li> </ul>

	<p>and Jennifer Johnson were appointed to serve on a Playgrounds CIP subcommittee to assist staff on the scope of work and community engagement process.</p> <ul style="list-style-type: none"> <li>• The Commission continues to be involved in the Jack Lyle Restroom CIP project including participating in the community meeting that was held in December and advising City staff and the project consultant on the project scope of work. The project comes back to the Commission for their review and approval before end of the current fiscal year and prior to Council awarding a construction contract.</li> <li>• Commissioners participated in the pop-up open house meeting at Willow Oaks Park in February and the community workshop in March concerning the Willow Oaks Park Restroom and Dog Park CIP projects. The Commission will review preliminary project designs at their meeting in April and it will be another opportunity for the public to provide their feedback.</li> <li>• The Commission received a presentation and update on the Belle Haven Pool Audit and Analysis Phase and provided feedback to City staff on study. The Belle Haven Pool master plan phase will be presented to the Commission at their April meeting for the feedback.</li> <li>• Commissioners Laura Lane and Jennifer Johnson have been working with City Staff on developing a Request for Qualifications (RFQ) for the Park Playground Replacement Project which is identified as item # 14 in the 2017 Council Work Plan.</li> <li>• Commission provided feedback to staff on the Nealon Park playground replacement and provided direction to staff on the Commission's future involvement, as well as the importance of inclusivity, educational components and themes.</li> <li>• Commission provided feedback on Belle Haven Pool Audit and Master Plan and approved a recommendation to Council to accept the Master Plan and Option B which includes a complete pool remodel. The pool audit and master plan is identified as item # 11 in the 2017 Council Work Plan. It is anticipated that the master plan will be presented to Council at their meeting on September 26.</li> <li>• Commission reviewed and approved preliminary plans for Willow Oaks Park projects that include a new restroom and dog park renovation. After receiving public comment, the Commission approved various options and amenities for the dog park and the proposed restroom. The Willow Oaks Park Improvements are identified as item # 17 in the 2017 Council Work Plan.</li> <li>• Commission provided input on the Nealon Park Field Renovation and were supportive of the temporary dog park that opened in June. Nealon Park Sports Field improvements are identified as Item # 30 in the 2017 Council Work Plan.</li> <li>• Commissioners continue to participate in the community engagement efforts for the Bedwell Bayfront Park Master Plan which include participation in the Oversight and Outreach Group</li> </ul>
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	<p>and project open houses and community meetings. The master plan is identified as item # 13 in the 2017 Council Work Plan.</p> <ul style="list-style-type: none"> <li>• Commission participated in the Parks and Recreation Facilities Master Plan Update consultant selection which will be presented to Council at their meeting on September 26. Commissioners will be involved in the community engagement efforts. The project will begin in the fall and will incorporate the work on concurrent master plans for Belle Haven Pool and Bedwell Bayfront Park. The master plan is identified as # 12 in the 2017 Council Work Plan.</li> <li>• Commission received a presentation and provided input to staff on the Burgess Park Snack Shack renovation proposal which includes a remodel of the existing Snack Shack to include a commercial grade kitchen and potential change in the operational model. This project has been identified as # 18 in the 2017 Council Work Plan.</li> <li>• The Commission appointed Commissioner Sarah Staley Shenk to monitor the updates related to the San Mateo County's Re-Imagine Flood Park Project and keep the Commission informed.</li> <li>• The Commission was host to a community meeting and study session on the Bedwell Bayfront Park Master Plan project and later approved a recommendation to the City Council to accept and approve the plan.</li> <li>• The Commission reviewed and provided feedback to staff on community outreach and engagement plan component of Parks and Recreation Facilities Master Plan.</li> </ul>
3.	<p>Research and evaluate improved offerings, new venues, and strengthened City partners and sponsorships that results in high quality educational, recreational, artistic, and cultural programs in the City of Menlo Park.</p>
	<p>Achievements:</p> <ul style="list-style-type: none"> <li>• The Commission received a presentation by the Pacific Art League (PAL) on arts programming and events. The Commission was interested in the City partnering with PAL to bring visual arts programming to Menlo Park such as visual arts classes for children and adults and art exhibitions that could be hosted in City facilities.</li> <li>• Commission received a presentation and update on the Community Services Department's sponsorship program. The sponsorship program continues to be refined to maintain consistency in program and event implementation as well as the development of City branded marketing collateral materials.</li> <li>• The Commission conditionally approved a recommendation to Council at their September 2017 meeting to support the Burgess Snack Shack remodel and expansion project proposed by Sinnott &amp; Co. Architecture and Construction in cooperation with Menlo Atherton Little League (MALL). Conditions of recommendation</li> </ul>

	<p>include all funding of project come from private sources, Snack Shack would be leased to a private catering company resulting from a competitive bid process, there is adequate City staff capacity to help oversee project given other City priorities, and plans for a new campus library be taken into consideration.</p> <ul style="list-style-type: none"> <li>• The Commission received an update on the Menlo Atherton Performing Arts Center and provided feedback to City staff on the continued operation of special events at the venue. The Center has a new Theater Manager and City staff will continue work with the manager and MA School staff on upgrades, improvements in scheduling and other ways to improve marketing and promotion of events.</li> </ul>
4.	Other Areas and Topics
	<p>Other Achievements:</p> <ul style="list-style-type: none"> <li>• The Commission continues to advise San Mateo County Parks on their Flood Park redevelopment project.</li> <li>• Reviewed and provided feedback on the Community Service Department's Food Allergy Policy. The policy helps to put procedures in place to help City staff address participant food allergies in its programs.</li> <li>• Received a presentation and provided feedback to staff on the Belle Haven Child Development Center's Big Lift Grant that is administered through the Silicon Valley Community Foundation. This grant aims to improve learning outcomes for preschool children in preparation for kindergarten and grade school.</li> <li>• Received a presentation on the San Mateo County Park Shuttle Program and provided feedback and support for the service which includes Menlo Park.</li> <li>• The Commission received and presentation and were supportive of the Community Service Department's participation in Unity Day and Anti-Bully Campaign which was held in October 2016.</li> <li>• Provided general feedback to staff regarding crumb rubber infill material on the City's artificial turf fields at Hillview Middle School and Kelly Park. The Commission did not want to take any action on this subject matter until the City received the State and Federal Government studies which are investigating the potential hazards of crumb rubber infill use in artificial turf sports fields. The release of these studies is scheduled for 2017.</li> <li>• The Commission approved the sports field user groups for 2016-17.</li> <li>• The Commission approved proposal by the Menlo Park Little League for Burgess Park field improvements which include upgrades to dugouts and improved shade for spectator viewing.</li> <li>• Commission received a study session and consideration of a request by residents to rename Market Place Park in the Belle Haven neighborhood. The Commission requested additional</li> </ul>

	<p>information on past practices of renaming park and recreation facilities, particularly those that are an exception to Council policy. Council also challenged residents to demonstrate significant support for the request and will consider the request at a later date.</p> <ul style="list-style-type: none"> <li>• Commission received a presentation and provided feedback on the South Bay Salt Pond Restoration project which is scheduled to occur in late summer and is adjacent to Bedwell Bayfront Park. Project representatives are stakeholders for the Bedwell Bayfront Park Master Plan and participated in the community engagement efforts as well as an interagency meeting.</li> <li>• Commission received a presentation on Community Services Department contract classes and programs and provided feedback to staff which includes increasing more adaptive classes for children with special needs or disabilities.</li> <li>• After holding a study session in the spring 2017, the Commission considered and approved a recommendation to the City Council to rename Market Place Park after Mr. Karl E. Clark, Menlo Park resident and WWII veteran. The Council later approved the recommendation and on January 15, 2018 (Martin Luther King Day) the park was officially dedicated and renamed after Mr. Clark.</li> <li>• The Commission reviewed and considered the results of a safety analysis of crumb rubber infill material on the artificial turf field at Hillview Middle School and Kelly Field and lengthy discussion, the Commission did not recommend any additional next steps at this time.</li> <li>• The Commission received a presentation from the Library Commission on a proposal for a Little Free Library program in City parks and facilities. The Commission provided feedback and suggested that other locations around Menlo Park be considered as well.</li> <li>• The Commission reviewed and approved the Sports Field User Groups for FY 2017-18.</li> <li>• The Commission received the user survey results of the Nealon Temporary Dog Park and provided feedback to City staff. One suggestion is that the topic be revisited as part of the Parks and Recreation Facilities Master Plan process.</li> </ul>
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## STAFF REPORT

### Parks and Recreation Commission

**Meeting Date:** 6/27/2018

**Staff Report Number:** 18-011-PRC

**Director's Report:** Community Services Director's update and announcements

### Recommendation

Staff recommends that the Commission receive the Community Services Director's update and announcements.

### Policy Issues

City policies are not affected.

### Background

#### **Prop 68 Passes with Major support from California Voters**

The passage of the California Clean Water and Safe Parks Act signals the beginning of a new era of investment in the state's parks, water and natural resources. Californians have decisively voted to approve Proposition 68, the California Clean Water and Safe Parks Act. Prop. 68's success sends a clear message from voters about the need to address the state's most critical parks, water, and natural resource needs. By passing the measure, voters authorized funding \$4.1 billion in bonds to protect our water and natural areas and help to ensure every Californian has access to safe drinking water and safe parks, particularly in low-income underserved communities.

The funding from Prop. 68 will help ensure Californians have clean drinking water by supporting efforts to keep toxic pollutants out of our water supplies, clean up groundwater, and protect land around the rivers, lakes, and streams that are the sources of our drinking water. The measure will also make key investments in communities that lack safe parks and places for kids to play and grow by providing more than \$725 million for parks in neighborhoods with the greatest need.

#### **City grants \$15,000 in support of performing arts**

Menlo Park is home to a diverse culture of theater and performing arts events, and the City is continuing to support these programs and events through the Menlo Park Grant for the Arts (MPGA). The grant was developed for organizations looking to perform in a professional-grade theater in effort to support the Menlo Park artistic community.

We are pleased to announce that 10 organizations have been awarded \$750 to \$3,000 toward subsidizing the rental cost of the Menlo-Atherton Performing Arts Center (PAC) for performances from July 2018 to June 2019: Music@Menlo, Menlowe Ballet, Belle Haven Action, Magical Strings West, Golden State Youth Orchestra, Palo Alto Jazz Alliance, Circus Arts, Luna Dance Studio, Navarasa Dance Theater and Captivating Dance by Nona. This grant was created to increase the accessibility of the PAC by members of the community and to encourage the growth of local artistic groups by providing a high-quality venue at a subsidized cost.



### **Volunteers for the Fourth of July**

This year's Fourth of July Parade and Celebration is going to see a great turn out and a day filled with family fun. Many of the day's events are run entirely by volunteers, so we need your help to make it possible. Your help at just one activity throughout the day will help make this event possible for thousands of people and continue to allow this event grow each year. Volunteer shifts can range from 2–6 hours in length. Examples of potential volunteer roles include helping with game and activities, greeting guests and providing event specific information to attendees. Those wishing to volunteer for this or other events can contact Recreation Supervisor Matt Milde. It's a great way to be a part of City events while helping to strengthen our community.

### **Menlo Park's Summer of Service camp**

Two fun and engaging teen summer camps are combining into one! Menlo Palooza Summer of Service (SOS) and Sky's the Limit join to form a single teen Summer of Service (SOS) teen summer camp. SOS will provide teens the opportunity to serve the Menlo Park community through participation in weekly service projects while they enjoy an assortment of age appropriate activities. This unique camp provides middle school teens a positive and constructive outlet while they learn important leadership skills through team building and community service projects. In addition, teens will participate in an assortment of fun activities that include awesome crafts, engineering activities, field trips and more! The camp will be held at the Onetta Harris Community Center with daily transportation from the Menlo Children's Center for those requiring the service.

### **2018 Summer Concert Series begins with return of community favorite: The Sun Kings**

On Wednesday, June 13, 2018, a Beatles tribute band, The Sun Kings, performed to a large crowd at Fremont Park to kick off the City's annual Summer Concert Series. Since their first concert with us in 2007, The Sun Kings have delighted the community each year with a fabulous collection of Beatles tunes that represent a nostalgic era of music. Full of passion, energy, humor and professionalism, The Sun Kings offer more than great music, but a venue for families to come together and see remarkable talent.

Fremont Park will play host to eight concerts this summer offering a variety of upbeat music ranging from classic rock, jazz, Top 40 and country. Fremont Park will not be the only place hosting live music this summer as the Summer Concert Series will continue at Kelly Park starting August 15. Performances will include Latin jazz, Cuban, soul and rhythm and blues music. For a complete listing of dates, times and concert locations please visit the Summer Concert Series webpage. A special thanks to our series sponsor Facebook, as well as our event sponsor The McNair Group!

### **Menlo Palooza summer camp offers fun with a tropical twist**

Dreamy beaches, silky warm seas, lush scenery and endless sunshine: These are the ingredients of an ideal tropical vacation, but you don't have to fly to Fiji to experience the tropical summer of your dreams. Sunny getaways are closer than you think at the Menlo Palooza summer camp.

Menlo Palooza offers exciting activities and fun field trips in a tropical themed camp for children entering grades K-5 from June 25 to Aug. 17. Activities in this camp have been designed by experienced child care staff with each age group in mind. The summer program features field trips, special events and guests, recreational swimming and daily activities including sports, arts & crafts, cooking and more. A wide variety of indoor and outdoor activities are available to exposed children to many areas of interest and new topics. The Wonderful Watermelons group offers a nurturing and caring camp environment for children entering kindergarten, the Poppin' Pineapples groups is for children entering first grade and second grades while the Twisted Tangerines group is for children entering third-fifth grades and is geared toward older children's abilities and interests as they begin to explore and crave creativity.

At the Menlo Palooza, children can expect a summer filled with fun activities that promote physical and social development, build teamwork and cooperation and help children gain confidence.

### **City honors senior center volunteers with “Fabulous 50s” event**

The City of Menlo Park celebrated its senior center volunteers Friday, May 25, at the annual recognition event. The Fabulous 50s lunch and dance drew in a record crowd of over 100 volunteers, and guests, dressed in their finest, mostly authentic 1950s outfits. The excited guests not only came to have a great time, but they also came to support the dedicated group of individuals who volunteer regularly at the Senior Center. This year we benefited from the help of 45 senior and youth volunteers who worked tirelessly to bring programs and events to the patrons. These individuals play a key role in the Center's day to day activities, from teaching classes and setting up for luncheons, to helping with distributing bags of grocery to those in need, and assisting with the meals. As a group, the volunteers dedicated an average of 180 hours a month this past year.

The event provided the time to recognize each volunteer and the years they have helped, with the longest serving going back 18 years. The master of ceremonies was Bridget Babb, a local resident of Menlo Park, whose mother, Emma, started her volunteer work with the Senior Center's kitchen in early 2000s. Currently, Bridget volunteers her time with the program, while her mom, now 99 years old, enjoys the activities as a participant. Each volunteer received an award (a 45 RPM vinyl record), and a small gift certificate for their services.

### **The City Council honors Cherise Brandell**

On Tuesday, June 19, 2018, the City Council recognized Cherise Brandell for her 12 years of service to the City of Menlo Park, as well as for her long career in public service. Cherise was first hired by the City in 2007 as the City's Community Engagement Manager and in 2010 as the Director of Community Services. Cherise played an instrumental role in improving the Community Service Department during her tenure including increasing cost-recovery from 70% to 84% and implementing a 100% Satisfaction Guarantee while more than doubling operating hours and tripling program participation. She has been a valuable coach, mentor and trainer to many staff, who co-created the City's Leadership Academy which developed over 140 leaders throughout the entire City organization.

### **Analysis**

Analysis is not required.

### **Impact on City Resources**

There is no impact on city resources.

### **Environmental Review**

Environmental review is not required.

### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Staff Report #: 18-011-PRC

## **Attachments**

None

Report prepared by:  
Todd Zeo  
Recreation Supervisor



## STAFF REPORT

### Parks and Recreation Commission

Meeting Date: 6/27/2018

Staff Report Number: 18-012-PRC

Informational Item: Update on the Park Playground Equipment Project

### Recommendation

This is an informational item and does not require Commission action.

### Policy Issues

The project is consistent with the City Council goal to replace the park playground equipment at Nealon Park as part of the City's playground replacement schedule.

### Background

Since receiving the playground safety report in March 2015, staff has provided three updates to the Parks and Recreation Commission related to the condition and phased replacement of Menlo Park's fifteen playgrounds. The Park Playground Equipment Project will replace playground equipment on a schedule based on the age and condition of existing equipment. The playground equipment at Nealon Park will be replaced first with Burgess and Willow Oaks Parks scheduled for subsequent budget years.

### Analysis

The original budget estimate of \$450,000 for Nealon Park was based on replacing the equipment while maintaining a comparable footprint. After releasing a request for qualifications, the City received three proposals from firms. During the proposal review process, it came to light that the playground footprint at Nealon Park could be increased in size within the existing fenced playground area. Presented with this opportunity, City Council approved the transfer of an additional \$550,000 from the general fund to the general capital fund in fiscal year 2017-18.

In addition to appropriating funds, City Council authorized the city manager to execute agreements with GameTime for the design, purchase and installation of playground equipment provided for in the Parks Playground Equipment project as included in the Capital Improvement Plan. The GameTime proposal was the consensus choice of the review panel, comprised of staff from the Community Services and Public Works Departments and the Parks and Recreation Commission Playground Subcommittee for meeting the identified selection criteria. This was a collaborative process with the Parks and Recreation Commission Playground Subcommittee, who recommended the need for playgrounds to be more inclusive to meet the needs of the whole community regardless of ability, a concept consistent with feedback received through the Parks and Recreation Master Plan.

### Impact on City Resources

The transfer of \$550,000 from the general fund to the general capital fund in fiscal year 2017-18, increases funding for the Park Playground Replacement Project to \$1,000,000.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it proposes an organizational structure change that will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Report prepared by:  
Dave Mooney, Public Works Supervisor - Parks

Report reviewed by:  
Brian Henry, Public Works Superintendent