Draft for Parks and Recreation Commission review on May 8, 2013

Council Date: May 21, 2013

SUBJECT: Discussion and Possible Action Regarding Proposals for the Operation of Public Swim Programs at Fremont High School Pool

REPORT IN BRIEF

The Fremont Pool opened to the public in June 2001 and has been operated under an agreement between the City and a contractor since that time. The current Agreement is due to expire August 31, 2013. The City issued a request for proposals (RFP) for a new operator in December 2012 and received two proposals. Staff negotiated a draft agreement with the most qualified proposer – California Sports Center (CSC) (Attachment A). At the same time, Council directed staff to develop an option for providing public swim programs at Fremont High School Pool whereby the City provides these services directly, in lieu of entering into an agreement with a contractor.

The draft of this report was reviewed by the Parks and Recreation Commission on May 8, 2012. The Commission voted to recommend _____. (Attachment E – Excerpt of Draft Parks and Recreation Commission Meeting Minutes of May 8, 2012.)

Staff recommends Alternative Number 1: Approve, in substantially the same form as attached, the proposed Agreement between California Sports Center and the City of Sunnyvale for the Operation of Public Swim Programs at Fremont High School Pool.

BACKGROUND

In July 2000, the City entered into a 25-year agreement with the Fremont Union High School District for the construction and operation of a 50-meter swim pool at Fremont High School. The City and District share ongoing operational, staffing and utility costs under the terms of this agreement. The pool opened to the public in June 2001 and has been operated under an agreement between the City and CSC since 2002.

The current contract with CSC is due to expire August 31, 2013. The Request for Proposal document was presented to the Parks and Recreation Commission on November 14, 2012 and to Council on December 4, 2012. Council authorized staff to proceed with the RFP process and include revisions to the language in the document. Typically, staff does not bring draft Request for

Proposals to Council prior to issuance; however, in this instance, the level of community interest warranted such advance review.

A RFP was issued on December 6, 2012, and two proposals were received by the January 25, 2013 deadline. The RFP laid out a process which anticipated bringing a short list of proposals back for Parks and Recreation Commission and Council review in April. City Council also directed staff to research the costs associated with the City operating the Fremont Pool directly, using City staff, and to present that information for comparison when the proposals were brought back to Council for review. After a panel comprised of staff and an outside expert reviewed the proposals in February 2013 and conducted interviews with the two proposers, it was determined that only one proposal, from California Sports Center (CSC), was appropriate to move forward (Attachment B). Therefore, in March 2013, negotiations began with CSC on a potential new agreement. CSC was notified that at the same time the draft agreement was presented to Council for consideration, Council would also be reviewing the option of the City operating the pool directly, and that there was the potential that Council would decide against pursuing an agreement with CSC.

EXISTING POLICY

Sunnyvale Consolidated Plan

CC-10.4: Use entrepreneurial strategies to identify and reach new markets for programs, services and revenue generation, and to strengthen relationships within existing markets.

CC-10.6: Leverage available resources by pursuing co-funded and/or cooperative agreements for provision and maintenance of programs, facilities and services, in order to maximize benefits to the community. Partners may include, but are not limited to, school districts, non-profit groups, governmental agencies and businesses.

Council Policy 7.3.6 Service Delivery Options

1. Commitment to Council and the Public – The premise of this policy is that competitive service delivery produces value for City residents and that either an in-house or an alternative service delivery method may produce superior service value (e.g., better service at lower cost; better service at equal cost; or equal service at lower cost). Contracting, bringing a service in-house, or partnering for service provision are all tools the City may employ to provide high quality, effective and efficient municipal services.

DISCUSSION

The first part of this section details the proposed contractor, agreement and programs that would be offered were the City to use California Sports Center to provide the public swim program at the Fremont High School Pool. The second

part of the Discussion section details how the public swim programs would be offered were the City to provide the service directly.

OPTION OF CALIFORNIA SPORTS CENTER PROVIDING PUBLIC SWIM PROGRAMS

Overview of Agreement

The proposed Agreement (Attachment A) is similar to the previous agreements for operation of the Fremont Pool. The proposed term of the new agreement is six years, commencing September 1, 2013 and ending August 31, 2019. The Agreement allows for two additional three-year extensions by mutual agreement of the City and the Contractor. The Contractor will organize, establish and conduct fee-based swimming programs which include specifically required program elements (instructional lessons, CSC Masters Swim, local swim teams, open swim and lap swimming).

With the exception of adult lap swimming and open swim, program schedules are to be set by the Contractor. The Contractor submits a general twelve-month schedule of pool use by November 15 for each year this Agreement is in place. The schedule and fees are subject to approval by the Director of Library and Community Services. The City, in turn, is responsible for the maintenance and infrastructure needs of the pool (through its agreement with the School District) and the pool building. The City is also responsible for purchasing and replacing certain equipment, such as diving boards, ADA compliant pool lift, lane lines and pool blankets. Thirty-five parking spaces are to be reserved for pool use, as detailed in the City-District Agreement.

Based on recommendations by the Office of the City Attorney and the City's Risk Manager, the required amount of insurance that the Contractor must maintain has been increased to $5 million per occurrence and $10 million annual aggregate for bodily injury, personal injury and property damage to reflect the significant exposure inherent in operating swim programs.

Qualifications of California Sports Center

Since 1991, CSC a California S-Corporation has been providing aquatics, gymnastics and dance programs throughout the general San Jose area. Currently, CSC operates eight different sports training facilities in Sunnyvale, San Jose, Morgan Hill and Santa Clara. One of their locations is a contract with the City of Sunnyvale to provide the gymnastics instruction for all recreational gymnastics classes at the City's Indoor Sports Center. CSC has successfully operated the Fremont Pool since its opening in 2002, developing programs from the ground up, and consistent with the operational agreement that mandated a broad array of swim opportunities such as lap swim, masters programs, swim opportunities for children, swim lessons for all ages, recreational/family swim opportunities, diving, water exercise classes, and safety and training classes. CSC also had a pool at Blackford High School for 10 years (1991 – 2001) and operated seasonal pools in San Jose.

David and Anne Peterson are the principal owners of CSC. Mr. Peterson, founder and Director, serves as CSC's overall liaison with City staff. He manages business development and hires and supervises the management staff. Ms. Peterson, Chief Financial Officer and Director, oversees the financials of the company, provides on-site financial oversight, and hires the office coordinators for all CSC locations. Ricky Silva would continue on as the full-time, on-site manager. He is a certified pool operator and has 11 years' experience managing direct operations, including all staffing, of the Fremont Pool public swim programs. He is a certified lifeguard and a head coach.

CSC Start-Up Strategy/Transition Plan
Since CSC is the current Contractor at Fremont High School Pool, there would be no impact on programming to the public as a result of approving a new agreement with CSC. CSC is not planning any major changes in staffing, schedules, fees or programming.

CSC Participant Fees
CSC has indicated that it will freeze the current resident pricing for existing programs for all of 2014.

CSC Pool Programs and Services
Hours of operation: 5:00 a.m.– 8:00 p.m. weekdays, 7:00 a.m. – 7:00 p.m. weekends. Hours are extended to 10:00 p.m. on weekdays and 7:00 p.m. on weekends March through November to accommodate adult specialized programming.

Lap Swim:

Minimum Adult Lap Swim Times	Minimum Number of 25-Yard Lanes
Monday – Friday 6:00 a.m. – 8:00 a.m. 11:30 a.m. – 1:30 p.m. 6:00 p.m. – 8:00 p.m.	Minimum of 4 lanes (Could be 50-meter lanes)
Saturday and Sunday 8:00 a.m. – 11:00 a.m.	Minimum of 6 lanes mid-August through April and 8 lanes May to mid-August

Mix of Services:
- Masters Swim – minimum of 2,500 lane hours per year
- Water Exercise
- Instructional Lessons Youth/Adult – minimum of 7,000 lane hours per year

- Open Swim – 2,004 lane hours seven days a week during 8 weeks of summer; and minimum of 192 lane hours on weekends from May to mid-June and mid-August to September
- Water Polo
- Competitive Diving
- Safety Training
- Summer Camps
- Swim Team – minimum of 8,000 lane hours for local swim teams
- Rental Group
- Community Events

OPTION OF THE CITY DIRECTLY PROVIDING PUBLIC SWIM PROGRAMS

Qualifications of City of Sunnyvale

The City does not currently have the expertise or the staff to run a full-scale multi-program, year-round aquatics facility, but does have experience in developing complex programs and obtaining the appropriate staff to run them. If the City were to directly operate the public swim programs at Fremont pool, the City would need to build its reputation as a full-service aquatics provider (e.g., pre-competitive, competitive, Masters), since the City is currently known as a provider of only recreational aquatics services. From a logistical standpoint, start-up time would be significant, due to the need to establish job specifications for key staff, follow Human Resources and City protocols, and the need to build an organizational infrastructure from the ground up.

City Start-Up Strategy/Transition Plan

While some programs could be offered immediately, assuming the City was able to hire sufficient lifeguards (e.g., lap swimming, rental agreements with long-term users), full programming would likely not be available for six months, in large part due to the need to assemble a staffing team. Participation would likely be impacted, due to a lapse in service. Staff would initially focus on core programming, and then would look to add additional programming as staffing was available.

City Participant Fees

The City would expect participant fees to be in line with the fees currently charged at Fremont High School Pool, which are market-based.

City Pool Program and Services

Hours of operation: 6:00 a.m. – 8:00 p.m. weekdays, 8:00 a.m. – 5:30 p.m. weekends (Attachment C – Sample City Schedule). Hours would be extended to 10:00 p.m. on weekdays and 7:00 p.m. on weekends March through November to accommodate adult specialized programming.

<u>Lap Swim</u>:

Minimum Adult Lap Swim Times Minimum Number of 25-Yard Lanes

Monday – Friday 6:00 a.m. – 8:00 a.m. 11:30 a.m. – 1:30 p.m. 6:00 p.m. – 8:00 p.m.	Minimum of 4 lanes (Could be 50-meter lanes)
Saturday and Sunday 8:00 a.m. – 11:00 a.m.	Minimum of 6 lanes mid-August through April and 8 lanes May to mid-August

Mix of Services:

- Masters Swim
- Open Swim – 2,004 lane hours seven days a week during 8 weeks of summer; and minimum of 192 lane hours on weekends from May to mid-June and mid-August to September
- Water Exercise
- Lessons
- Recreation Swim
- Swim Team – minimum of 8,000 lane hours for local swim teams
- Pre-Comp Group Classes
- Youth Water Polo
- Diving

FISCAL IMPACT

Option of California Sports Center Providing Public Swim Programs

The proposed Agreement provides a guaranteed annual rent to the City in the amount of $50,000 in the first year of the Agreement and then increasing by 2.5% annually for each year thereafter, providing a total of $319,387 to the General Fund over 6 years. This is an increase of $27,353 over what is currently projected for that same time period in the FY 2012/13 Adopted Budget. The Agreement also calls for CSC to reimburse the City for the actual costs for utilities to operate the Pool Building, at an estimated $17,000 in the first year. In addition, the Contractor is proposing to invest approximately $34,900 in equipment and facility improvements.

Option of the City Providing Public Swim Programs

The information estimating expenditures and costs for the City's direct operations of the pool is limited to those new costs and revenues that would accrue were the City to assume direct responsibility for managing the public use of the pool. The net cost to the City for the operational aspects of Fremont Pool is estimated at $290,292 in the first year (including start-up costs), decreasing to $163,819 in the sixth year. (Attachment D – Revenue and Expense Details for Operation by Community Services Division)

6-Year Comparison of Proposals

The City's direct costs under its agreement with the Fremont Union High School District are the same regardless of whether the City or an outside contractor manages the public use of the Fremont Pool. It should be noted that operation of Fremont Pool currently requires a subsidy, even after allowing for the payments made by a Contractor to the City and after the contribution from the Fremont Pool Endowment Fund. This is due to the City's share of pool utilities and maintenance, as well as the utility and maintenance costs of the public swim building. In accordance with the agreement between the Fremont Union High School District and the City, these costs will be ongoing, regardless of who manages the public use of the pool.

The next table, therefore, projects and compares the net cost to the City of the entire pool operation for the two options (Option 1: California Sports Center as Provider; or Option 2: City Community Services Division as Provider). The proposed Agreement would have a favorable impact to the General Fund when compared to the City providing the public swim program at Fremont Pool directly.

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Table available on following page

		Comparison of Net Revenues (Costs) to Operate Fremont Pool	
		Option 1: Provider: California Sports Center	**Option 2: Provider: City**
Net Revenue (Cost) to City for Direct Provision of Public Swim Programs	Start-Up Costs	n/a	($26,500)
	Year 1	$50,000 (rent) + $17,000 (est. util.)	($263,792)
	Year 2	$51,250 (rent) + $17,510 (est. util.)	($245,362)
	Year 3	$52,531 (rent) + $18,035 (est. util.)	($234,596)
	Year 4	$53,845 (rent) + $18,576 (est. util.)	($216,042)
	Year 5	$55,191 (rent) + $19,134 (est. util.)	($199,113)
	Year 6	$56,570 (rent) + $19,708 (est. util.)	($163,819)
	6 Year Total	**$429,350**	**($1,349,224)**
Cost for City Share of Maintenance Under Agreement with School District**	Year 1	($214,083)	($214,083)
	Year 2	($220,506)	($220,506)
	Year 3	($227,121)	($227,121)
	Year 4	($233,935)	($233,935)
	Year 5	($240,953)	($240,953)
	Year 6	($248,182)	($248,182)
	6 Year Total	**($1,384,780)**	**($1,384,780)**
Revenue from Friends of Fremont Pool Endowment***	Year 1	$7,339	$7,339
	Year 2	$7,339	$7,339
	Year 3	$20,970	$20,970
	Year 4	$31,454	$31,454
	Year 5	$41,939	$41,939
	Year 6	$41,939	$41,939
	6 Year Total	**$150,980**	**$150,980**
City's Full Cost of Operating Fremont High School Pool (Programming and Maintenance)	Year 1	($139,744)	($497,036)****
	Year 2	($144,407)	($458,529)
	Year 3	($135,585)	($440,747)
	Year 4	($130,060)	($418,523)
	Year 5	($124,689)	($398,127)
	Year 6	($129,965)	($370,062)
	6 Year Total	**($804,450)**	**($2,583,024)**
Increase in costs to the General Fund over six years if City is provider			**($1,778,574)**

**Contractor reimburses the City for the cost of utilities to operate the poolhouse.*

***Revenue and Expense totals include annual inflation factor of 3% beginning in Year 2.*

****Revenue from Endowment is predicated on expected interest earnings. These do not get inflated.*

*****Includes Start-up costs.*

PUBLIC CONTACT

Public contact was made through posting of the May 8, 2013, Parks and Recreation Commission agenda on the City's official-notice bulletin board, on the City's Web site, and the availability of the agenda and report in the Office of the City Clerk. Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site. Copies of this report were provided to David and Anne Peterson (California Sports Center), and Friends of Fremont Pool. Notice of Commission and Council meetings regarding this report was also distributed to the "Friends of Parks and Recreation" mailing list (a list of organizations and individuals who have expressed an interest in parks and recreation issues).

ALTERNATIVES

1. Approve, in substantially the same form as attached, the proposed Agreement between California Sports Center and the City of Sunnyvale for the Operation of Public Swim Programs at Fremont High School Pool.
2. Do not approve, in substantially the same form as attached, the proposed Agreement between California Sports Center and the City of Sunnyvale for the Operation of Public Swim Programs at Fremont High School Pool.
3. Direct staff to directly operate the public swim programs at Fremont High School Pool and to prepare a Budget Modification to cover the costs.
4. Provide other direction to staff as Council deems appropriate.

RECOMMENDATION

At its May 8, 2013 the Parks and Recreation Commission met to review this report. (Attachment E: Excerpt of Draft Parks and Recreation Commission Meeting Minutes of May 8, 2012) The Parks and Recreation Commission voted to recommend _____.

Staff recommends Alternative Number 1: Approve, in substantially the same form as attached, the proposed Agreement between California Sports Center and the City of Sunnyvale for the Operation of Public Swim Programs at Fremont High School Pool. Operation of the Fremont High School Pool requires a City subsidy under both options presented. However, the subsidy required is far less for the City to contract with California Sports Center than it would be to directly provide services. A number of factors impact the City's subsidy amount including loss of time and revenue while the City establishes aquatic programming at a similar level to what is currently being offered and a variance in salaries between the two organizations. In addition, since the City does not have the staff expertise to run a full-scale, year-round, multi-program aquatics

facility there would be a significant start-up time required before full services could be offered, which would negatively impact current and future users.

Reviewed by:

Lisa G. Rosenblum, Director, Library and Community Services
Prepared by: Nancy Grove, Community Services Manager and Jenny L. Shain, Analyst

Grace Leung, Director, Finance

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Draft Agreement between California Sports Center and the City of Sunnyvale for the Operation of Public Swim Programs at Fremont High School Pool
B. Copy of Proposal from the California Sports Center
C. Sample City Schedule
D. City's 6-Year Business Plan
E. Excerpt of Draft Parks and Recreation Commission Meeting Minutes of May 8, 2012

ATTACHMENT A

DRAFT

AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND CALIFORNIA SPORTS CENTER FOR THE MANAGEMENT, OPERATION AND SUPERVISION OF PUBLIC SWIMMING PROGRAMS AT FREMONT HIGH SCHOOL POOL

This Agreement dated _____, 2013, is by and between the City of Sunnyvale, a municipal corporation of the State of California (hereinafter "CITY"), and California Sports Center, ("CONTRACTOR"), to manage, operate and supervise the public swimming programs at Fremont High School Pool.

Nothing in this Agreement shall become primary to, or supersede any part of, the City of Sunnyvale-Fremont Union High School District Agreement dated July 18, 2000 (as it currently exists or as hereafter amended), regarding the joint operation of the 50-meter swim pool and adjacent pool building at Fremont High School.

SECTION 1. DEFINITIONS. As used in this Agreement, the words and phrases noted, unless provided otherwise, shall have the following meanings.

A. "City Council" means the City Council of the City of Sunnyvale.

B. "City-District Agreement" means the Agreement, dated July 18, 2000, including a First Amendment to the Agreement, dated July 18, 2000, and a Second Amendment, dated February 24, 2004, between the City of Sunnyvale and the Fremont Union High School District for the Development and Operation of a 50-Meter Swimming Pool and Related Facilities at Fremont High School.

C. "Department" means the Department of Library and Community Services of the City of Sunnyvale.

D. "Director" means the Director of the Department of Library and Community Services of the City of Sunnyvale.

E. "District" or "School District" means the Fremont Union High School District.

F. "CONTRACTOR's Employee" means any person employed by and paid by CONTRACTOR, for any of the following purposes: (1) to supervise or give

lessons and instructions in swimming; or (2) to assist in the day-to-day operation of the swimming programs, pool, or related activities, including collection of monies.

G. “Pool” means the Fremont High School Swim Pool, a 50-meter by 25-yard pool, located at 1283 Sunnyvale-Saratoga Road, Sunnyvale, California.

H. "Pool Building" means a single-story structure, located at the north end of Fremont High School Pool (approximately 2,800 sq. ft. in size containing locker rooms, lavatories, offices, lifeguard control room, teaching/training room, and storage rooms) located at 1283 Sunnyvale-Saratoga Road, Sunnyvale, California.

I. "Swimmers" mean members of the public using the pool facilities.

J. "Shall" is mandatory.

K. “Hours” mean any block of time in the water.

L. “Lane Hour” means any one (1) hour block of time in each 25-yard or 50-meter swimming lane assigned.

M. “Sunnyvale-based group” means any non-profit group whose primary purpose is to serve Sunnyvale residents, whose membership consists of a minimum of 60% Sunnyvale residents, and whose board of directors is comprised of a minimum of 50% Sunnyvale residents.

N. “Sunnyvale-based business” means any business with a physical presence in Sunnyvale and with a business license from the CITY.

O. “Swim team” means any organization registered with a recognized U.S. National Governing Body (NGB) for their defined aquatics program. All users/participants shall be individual members of the NGB. If no such governing body exists for the activity, none shall be required.

SECTION 2. TIME FOR PERFORMANCE. The term of this Agreement shall be six years, beginning on September 1, 2013 or the date of contract execution, whichever occurs last. Agreement may be extended for two additional three-year periods by mutual agreement of the parties. Parties shall meet and confer eighteen (18) months prior to the expiration of the Agreement with regard to extending the Agreement.

SECTION 3. EXCLUSIVE USE. CITY grants to CONTRACTOR the exclusive use of the Pool Building and the CITY's portion of the Pool to be occupied only for publicly-offered, aquatic-related programs and as a related on-site office, and for no other purpose. CONTRACTOR shall occupy and operate the Pool Building and CITY's portion of Pool under this Agreement, consistent with the City–District Agreement. CONTRACTOR is granted the exclusive right to provide all public swimming programs at the Fremont High School Pool other than those provided by CITY or its employees in connection with programs authorized and mutually agreed to by the Director and CONTRACTOR. The hours of operation will be daily between 5:00 a.m. and 10:00 p.m. with specific pool use, including shared or joint use as outlined in the City-District Agreement, unless agreed upon by the School District, CITY and CONTRACTOR, and except during times of closure due to maintenance and repairs, bad weather conditions, or as modified by written agreement of the parties.

SECTION 4. PRIVILEGES AND DUTIES OF CONTRACTOR. CONTRACTOR shall perform each duty and obligation imposed herein in full compliance with the Sunnyvale Municipal Code and other ordinances of CITY, and all applicable laws of the County of Santa Clara, State of California and the United States of America and the terms of the City-District Agreement. Specifically, CONTRACTOR shall:

A. Obtain and pay for any business license or permit required by the Sunnyvale Municipal Code (as it currently exists or as hereafter amended) or any other CITY ordinance, or law of the County of Santa Clara or State of California or the United States of America.

B. Pay any and all taxes including, but not limited to, personal property taxes, and sales and use taxes assessed against CONTRACTOR, or any possessory interest in the Pool and Pool Building, including inventories used in performing the duties and obligations under this Agreement.

SECTION 5. SCOPE OF PROGRAMMING. CONTRACTOR shall:

A. Provide, to the degree that it can be accomplished within the context of market-based programming, a broad array of swim opportunities (such as lap swim, masters programs, swim opportunities for children in grades K-12, swim lessons for all ages, and recreational/family swim opportunities, diving, water exercise classes, safety and training classes and other aquatic related activities) as opposed to a narrow scope of programs, and all other services customarily provided by a swim professional, by/with qualified CONTRACTOR's employees;

B. Provide, at an acceptable level to the public, swimming lessons and instructions and all related services as required by the Director;

C. Schedule swim events at the Pool and Pool Building for special interest groups so as to assure the best overall, well-rounded swim program for the community;

D. Operate, manage and supervise the Pool and Pool Building;

E. Adhere, in a manner acceptable to CITY, to generally accepted industry standards for safe public pool operation and management. CONTRACTOR shall address to CITY's satisfaction, all safety issues reported by participants or CITY staff.

SECTION 6. SWIM PROGRAMS. CONTRACTOR's responsibilities with regard to operating, managing and supervising the swim programs are as follows.

A. CONTRACTOR shall organize, establish, and conduct fee-based swimming programs which include the specifically required program elements listed below. With the exception of adult lap swimming and open swim, program schedules are to be set by the CONTRACTOR and shall be maintained, excepting closures due to holidays, maintenance and other conditions outside the control of the CONTRACTOR. Contractually-required minimum program offerings may be exceeded at the discretion of the CONTRACTOR to meet the public's needs. CONTRACTOR covenants that the swim programs shall be supervised and/or conducted by professional personnel, all of whom will have current and legally approved training, including, but not limited to, certification in cardiopulmonary resuscitation, use of AED equipment and certification in lifeguarding (and/or

water safety instruction) for the purposes of supervising public swimming activities. In addition, appropriate staffing levels will be maintained to ensure proper lifeguard-to-swimmer ratios are met. At least two (2) staff will be on duty all times when participants are present in the facility for programs conducted by CONTRACTOR, with at least two certified lifeguards on duty during programs conducted by the CONTRACTOR that serve minors. During programs serving adults (18 years of age or older), one staff certified in lifeguarding and/or water safety instruction and one other staff certified in first aid, cardiopulmonary resuscitation, and use of AED equipment is acceptable.

(1) **Instructional Lessons.** CONTRACTOR shall provide a minimum of 7,000 lane hours of instructional lessons per year.

(2) **CSC Masters Swimmers.** CONTRACTOR shall provide a minimum of 2,500 lane hours per year for registered CSC Masters swimmers.

(3) **Local Swim Teams.** CONTRACTOR shall provide for a minimum of 8,000 lane hours for local swim teams of which all teams shall have (a) at least 60% resident members in their entire organization and (b) either hold a Sunnyvale business license or a simple majority of board members are Sunnyvale residents.

(4) **Open Swim: Summer.** CONTRACTOR shall provide a minimum of 1,380 lane hours of "open swim" over eight weeks each summer from Monday to Friday (2 hours per day mid-afternoon, minimum of 23 lanes each day), and a minimum of 624 lane hours of "open swim" over eight weeks each summer on Saturday and Sunday (4 hours per day, mid-afternoon, minimum 13 lanes each day). The total lane hours per summer shall be at minimum 2,004, offered seven days a week, with lane hours provided over eight weeks. An equivalent of six weeks is acceptable only if open swim is cancelled in order to offer swim meets for local swim teams that (a) serve at least 60% resident members in their entire organization and (b) either hold a Sunnyvale business license or a simple majority of board members are Sunnyvale residents.

(5) **Open Swim: Extended Weekends.** CONTRACTOR shall provide a minimum of 192 lane hours less any loss of lane hours due to District priority use days, of "open swim" from May 1 to mid-June and mid-August to September 30 each year on Saturdays and Sundays (2 hours per day mid-afternoon, minimum of

4 lanes each day.)

(6) **Lap Swimming.** CONTRACTOR shall provide the following amount of lap swimming lanes and times. Lap swim must reflect a mix of short course (25-yard) and long course (50-meter) scheduling. These times and lane numbers must be maintained for unstructured adult lap swimmers and may not be used for other programs or activities such as Masters Swimming, instructional lessons, coaching, etc. Additional lanes may be designated for lap swimming at the CONTRACTOR's discretion, based upon observed need.

Minimum Adult Lap Swim Times	Minimum Number of 25-Yard Lanes (Could be 50-meter lanes)
Monday – Friday 6:00 a.m. – 8:00 a.m. 11:30 a.m. – 1:30 p.m. 6:00 p.m. – 8:00 p.m.	Minimum of 4 lanes
Saturday and Sunday 8:00 a.m. – 11:00 a.m.	Minimum of 6 lanes mid-August through April and 8 lanes May to mid-August

(7) **Scheduling.** The public swim program schedule will be reviewed on a regular basis and may, upon mutual agreement between CITY and CONTRACTOR, be revised. CONTRACTOR is required to meet with CITY a minimum of once per year to review planned programs and proposed fees.

(8) **Equipment and Teaching Aids.** CONTRACTOR shall provide at CONTRACTOR's sole cost and responsibility such equipment and teaching aids (kickboards, floatation devices, etc.) which CONTRACTOR deems necessary to meet program needs.

B. In connection with the foregoing operations, CONTRACTOR shall, at CONTRACTOR's sole cost and responsibility, select, employ, supervise, and assume responsibility for such CONTRACTOR's employees as deemed necessary; provided, however, that:

(1) Within ten (10) days following receipt of written notice from CITY that a particular employee of CONTRACTOR is not satisfactory to CITY for good cause, CONTRACTOR shall dismiss that employee forthwith; and

(2) When performing duties for the CONTRACTOR, no employee of CONTRACTOR shall be deemed to be an employee, agent or representative of CITY at any time or for any purpose whatsoever; and

(3) CONTRACTOR shall require all its employees to be neatly dressed and courteous at all times, and to refrain from boisterous or objectionable conduct or littering around and about the Pool, Pool Building and Fremont High School premises; and

(4) CONTRACTOR shall require and be responsible for any and all background checks and fingerprinting necessary to comply with Public Resources Code § 5164 and any other applicable laws.

C. For the purpose of tracking service levels, CONTRACTOR shall provide the CITY with accurate number of monthly participants in various swim programs offered by CONTRACTOR and its employees at the Pool and Pool Building by January 15 for programs offered July 1 through December 31, and by July 15 for programs offered January 1 through June 30, or as requested by CITY.

SECTION 7. FACILITY SUPERVISION. With regard to facility supervision, the CONTRACTOR shall be responsible for operating, managing and supervising the Pool and Pool Building, including but not limited to the following.

A. Enforce all rules and regulations.

B. Regulate the swimming and conduct of the swimmers.

C. Notify the Director or his/her designee of any incident, accident or injury involving removal from the facility of a participant or CONTRACTOR employee by ambulance, police or fire personnel.

D. Supervise the Pool and Pool Building, preserve order, maintain cleanliness and provide for security of the Pool and Pool Building, including keeping trespassers off of the Pool and Pool Building and preventing injury to the Pool and Pool Building by swimmers and others. During shared-use times with the District, CONTRACTOR is not responsible for those people accessing the facility through District's programs, activities or entryway(s) or for those portions of the pool exclusively used for School District uses.

E. Keep the Pool and Pool Building available for the specified, minimum

number of program hours as identified in Section 6.A.(1-6).

F. Keep locker rooms and lavatories open at all times that the Pool is open by CONTRACTOR for public swimming or related business, and keep locker rooms closed and locked at all other times.

G. During operating hours, CONTRACTOR shall inspect and maintain locker rooms, showers and lavatories, following the California Sports Center *Checklist,* to assure clean, safe, sanitary and operational conditions that meet health codes and is acceptable for providing public activities. CONTRACTOR shall document the regular checks on the California Sports Center *Checklist* located in each locker room. CONTRACTOR shall report maintenance concerns to CITY contact for submitting work order request on their behalf. CONTRACTOR will receive notification from CITY Maintenance when repair work is scheduled and be provided options for access to building for repairs. CONTRACTOR will select one option provided and insure access to building at the selected time. A copy of the California Sports Center *Checklist* is attached hereto as Attachment A and incorporated by reference. Checklist may be revised upon agreement of both CITY and CONTRACTOR.

H. Maintain the Pool Building in a safe, clean, sanitary and acceptable condition for dealing with the public, reasonably free from trash and rubbish.

I. Repair and replace any equipment necessary to maintain Pool Building in good condition, as required by Section 9(E).

J. When requesting service to systems listed in Section 13, CONTRACTOR shall report maintenance concerns to CITY contact for submitting work order request on their behalf. CONTRACTOR will receive notification from CITY Maintenance when repair work is scheduled, and be provided options for access to building for repairs. CONTRACTOR will select one option provided and ensure access to building at the selected time.

K. Respond to concerns raised by the public in a timely, professional and helpful manner which will involve having a staff person at the Pool, or readily available, to answer questions and provide information at all times the Pool is open for public use.

L. Remove and replace swim pool blankets in accordance with the City-

District Agreement and pay any penalties due to District for failure to replace the swim pool blankets. CONTRACTOR will track and report to the CITY whenever that is the case.

M. During times when CONTRACTOR is using the pool for programs, all pool blankets will be removed by CONTRACTOR's employees, and trained participants. Training shall be conducted outside of regular programming by CONTRACTOR's pool manager and documentation shall occur after participant is competent and understands outlined procedures.

N. CONTRACTOR shall conduct monthly checks on the AED equipment. These checks will occur no less than once per month and will be submitted to CITY on the first of every month. CITY will provide replacement of all expired pads and batteries as identified by CONTRACTOR.

O. With the permission of the CITY, CONTRACTOR may use and store other aquatic-related equipment at the facility, provided the equipment is not blocking access to roof ladders. At no time shall aquatic related equipment be stored in mechanical or electrical rooms.

SECTION 8. SCHEDULE AND FEES. With regard to schedules and fees, CONTRACTOR shall:

A. Provide a general twelve-month schedule of pool use (January through December) by November 15 for each year this Agreement is in place. The schedule and fees are subject to approval by the Director or his/her designee.

B. Maintain the minimum number of hours of swim programs as identified in Section 6. A. (1-6), for which the Pool and Pool Building is to be kept open and appropriately supervised, unless otherwise mutually agreed to, in writing, between both parties.

C. Contractor shall maintain 2013 resident rate fees for all programs through December 31, 2014, per the approved 2013 Fee Schedule.

D. Establish all fees on an annual basis (valid January through December of the current year), including a potential range or percentage increase, through a market-based approach and consistent with the CITY's enterprise philosophy, including resident/non-resident fee differentials and other subsidies

where appropriate. The fees are subject to approval by the CITY and are to include payment options such as daily punch card and/or monthly rates for all activities.

E. Post and notify the public of fees and changes to fees.

F. Collect and deposit all fees, charges and receipts for individual participation, for individual and group swim instruction, and for all swim reservations of the Pool and Pool Building.

G Honor the rights of participants to waiver of fees, upon presentation by participants of an authorized CITY fee waiver form. CONTRACTOR shall keep accurate records of all fee waivers and shall provide CITY with such records not later than ten (10) days after the end of each calendar quarter for reimbursement and not later than June 25th for the last quarter (fee waivers are not valid beyond June 15 of each fiscal year).

H. Adopt and post a reservation policy subject to CITY approval that gives priority for reserved use to Sunnyvale-based businesses/groups over non-Sunnyvale-based businesses/groups.

SECTION 9. ADDITIONAL DUTIES OF CONTRACTOR. CONTRACTOR shall, in addition to the foregoing duties:

A. At CONTRACTOR's discretion, maintain, sell and rent a stock of merchandise, supplies and equipment sufficient to meet customer demand and suitable for use at the Pool and Pool Building including, for example, clothing, eye goggles, towels, books and other swim equipment and supplies, provided that the makes or lines of swim merchandise, supplies and equipment so handled shall be representative, in quality, price and type, of those makes and lines of swim merchandise generally available to the public in this area.

B. At CONTRACTOR's discretion, maintain and operate vending machines for the sales of food and beverages provided that within ten (10) days following receipt of written notice from CITY that a particular product or machine is not satisfactory to CITY for whatever reason, CONTRACTOR shall remove or have vendor remove that product or machine forthwith.

C. Pay all charges for water, gas and electric service to the Pool Building, which, per the City-District Agreement, will be metered or measured separately

and billed by CITY.

D. Furnish and pay all charges for telephone, cable, internet or any other audio or visual services which relate to the CONTRACTOR's use of the Pool and Pool Building operations.

E. Furnish and pay all costs in connection with maintaining the interior of the Pool Building together with routine maintenance thereof, the janitorial services to include, but not limited to, cleaning of windows (inside and outside), removal of trash, and the routine repair, maintenance, and replacement of interior furnishings, equipment and fixtures, such as faucets, lamps, light fixture diffusers, flushometers, shower heads, ADA wands and paper dispensers.

F. If CITY or District elects to repair or replace interior furnishings, equipment, or fixtures as part of overall renovations to the Pool Building, CONTRACTOR's shall be responsible for future repair and replacement costs for the new items as mutually agreed between the CONTRACTOR and CITY after repair and replacement is complete. If agreed, CONTRACTOR's responsibilities for such repair and replacement will be documented by execution of an amendment to this agreement.

G. CONTRACTOR shall keep the appearance of the Pool and Pool Building locker areas in a safe, clean and sanitary condition and reasonably free from rubbish during operating hours, to the satisfaction of CITY, which expressly retains and reserves the right to inspect the Pool and Pool Building at any reasonable time for this purpose. CONTRACTOR shall provide and maintain high-quality equipment and other interior furnishings or devices equal to or better than existing, required to operate the Pool and Pool Building.

H. CONTRACTOR shall be responsible for work practices of subcontractors hired by CONTRACTOR, and financially liable for damages to building as a result of services provided by subcontractor hired by CONTRACTOR when working in the Pool Building facility.

I. Furnish and pay all charges for office supplies.

J. CONTRACTOR, at CONTRACTOR's own expense, may with the written approval of CITY change the locks on the rooms covered by this Agreement. If CONTRACTOR chooses to change the locks, two (2) master keys must be

submitted to CITY immediately upon making such change. If CITY is or becomes responsible for ongoing maintenance of the building interior, CONTRACTOR will make available to CITY the necessary number of keys for maintenance personnel. CITY, at its option, may make copies of the master keys available to the School District for maintenance and emergency purposes. CONTRACTOR shall comply with all building closure times necessary for CITY and District to complete planned improvements. Schedules for improvements shall be provided to CONTRACTOR well in advance of planned improvements.

K. Communicate through the CITY any problems or concerns regarding issues covered by City-District Agreement.

L. Promote and advertise all programs, for the health and welfare of the community, utilizing newspapers, flyers, email, social media, brochures, the CONTRACTOR's website, etc. to ensure awareness of the program.

M. Conduct a customer satisfaction survey of participants no less than annually and receive a minimum average of "very good" on services and maintenance that are under the control of the CONTRACTOR. On a scale of 1-5, "very good" is 4. CONTRACTOR shall submit results of the survey by November 15.

SECTION 10. PROHIBITED ACTIVITIES. CONTRACTOR shall not do any of the following without having first obtained the written consent of CITY:

A. Install or permit installation or use of any pinball machine, video game or similar equipment.

B. Except on approved bulletin boards, attach, hang or otherwise affix any sign or advertising matter on the exterior or interior of the Pool or Pool Building.

C. Allow any newspaper rack, vending machine or other sales device to be placed and maintained outside the Pool or Pool Building whether attached or free-standing, or anywhere in the Pool and Pool Building, except as authorized herein.

D. Permit third parties to distribute or sell goods, wares or merchandise either within the interior or exterior of the Pool or Pool Building, or anywhere on the Fremont High School property other than Aquatics-related supplies at swim events.

E. Assign or transfer this Agreement or any of the rights or privileges herein granted, or any part thereof. This Agreement cannot be assigned involuntarily or by operation or process of law.

F. Make any alterations, changes or additions to the Pool or Pool Building, or to any fixtures or equipment owned by CITY or School District without first having obtained written consent of CITY or School District, as appropriate, and provided that any alterations, changes or additions consented to shall be made at the sole cost of CONTRACTOR and shall become the property of CITY and/or School District upon termination of this Agreement.

G. Let, sublet or assign the Pool or Pool Building, or any portion thereof.

H. Commit, permit or allow any nuisance or waste in, or injury to the Pool or Pool Building or any portion of either, or to permit the use of the Pool or Pool Building for any illegal or immoral purpose.

I. Have any financial or other interest in the control, operation or promotion of any other swim program or establishment located within three (3) miles from the Fremont High School Pool, it being the intent of the CITY that the management and operation of the Pool and Pool Building shall be the sole swimming program offered by the CONTRACTOR within the immediate area, unless otherwise agreed upon by the parties.

J. No Owner or Director of CONTRACTOR or site manager/supervisor shall, without permission from the CITY, become an officer or member of any swim club or organization of swimmers formed or to be formed at the Pool or Pool Building or in any organization in which participation would conflict or create the perception of conflicting with the CITY's desire to provide reasonable public access to a broad array of aquatic programs held at the Pool and Pool Building, particularly in situations involving the granting of swimming privileges.

K. Bind or attempt to bind CITY to any contracts or other obligations of any nature.

L. Use or instruct in the use of any scuba equipment in the Pool.

M. Offer or provide any discount, special privileges or service to a CITY employee that is not also available to the general public.

SECTION 11. DEPOSIT, PAYMENTS TO CITY, RECORDS AND ACCOUNTS.

A. CONTRACTOR, in consideration of the privileges and rights allowed by this Agreement, shall pay to the CITY a fee of $50,000 for the first year with an additional 2.5% of the previous year's payment added to each of the following five (5) year payments.

B. Payments are to be in quarterly installments, each to be one-quarter of the annual amount to be paid to the CITY and are due (i.e., must be received) no later than the last working day of March, June, September and December of each year.

C. CONTRACTOR shall maintain on a current basis complete records from which the attendance and scheduled use (from all sources) can be readily ascertained. CONTRACTOR shall furnish any and all information and reports on the aforementioned information which may be required by CITY, shall permit access to books, records and accounts by CITY or its representatives upon demand for the purposes of investigation to ascertain compliance with all applicable rules, regulations, and orders and for the purpose of evaluating and monitoring CONTRACTOR's performance and compliance with the provisions of this Agreement.

SECTION 12. COMPENSATION OF CONTRACTOR. CONTRACTOR, as compensation for the services performed under the terms of this Agreement, shall be entitled by CITY to keep and retain all fees (including non-resident differential) and revenues collected from all operations of the Pool and Pool Building less the amounts paid to CITY pursuant to SECTIONS 9.C. and 11.A.

SECTION 13. DUTIES OF CITY. CITY shall, in conjunction with CONTRACTOR's service, do or have done by the CITY and/or the School District pursuant to the City-District Agreement, the following:

A. Publicize the CONTRACTOR's swim program at Fremont High School Pool with one (1) page in the Department's "Activities Guide." Additional space will be available as space allows and charged to the CONTRACTOR.

B. Reimburse the CONTRACTOR for waivers of fees honored pursuant to SECTION 7.F.

C. Work with the CONTRACTOR in the promotion of swim meets and swim programs as related to Department-sponsored or special agreement swim programs.

D. Pay all charges for utilities furnished other than those to be paid for by CONTRACTOR as specified in SECTION 9.C. and 9.D.

E. Maintain the Pool and appurtenant structures, including but not limited to diving boards, stands, ladders, bleachers, posts and poles, lighting and other plumbing or electrical systems, fences, grounds and adjacent improved off-street parking areas.

F. Be responsible for maintaining the structural elements and systems of the Pool and Pool Building, including the roof, in the condition existing at the time the CONTRACTOR takes possession of the premises, excepting normal wear and tear, consistent with the terms of the City-District Agreement. "Structural elements and systems" includes lockers, benches, skylights, foundation, footings, floor slab, flooring, structural walls, parking areas, and plumbing to include delivery of water to showers and fixtures and proper temperature and for concealed piping, temperature mixing valves, hot water heaters, sanitary sewer lines, shower room drain stoppages, and other conditions associated with plumbing and piping systems. Electrical systems to include ballasts, wiring, electrical panels, relays, contactors and other supporting equipment and parts necessary for identified system. Mechanical equipment to include heater ventilators, exhaust fans, dampers, and all other components necessary to provide comfort to building spaces, provided the components are under the control of the CITY or District. If the state of disrepair (except normal wear and tear) is due to the action of the CONTRACTOR, its agents or clients, necessary repairs or replacements shall be charged to CONTRACTOR as additional rent. CONTRACTOR shall comply with all building closure times necessary for CITY and District to complete planned improvements. Schedules for improvements shall be provided to CONTRACTOR well in advance of planned improvements.

G. Repair and replace all broken windows within the Pool Building other

than any broken as a result of any act of negligence by CONTRACTOR, its agents or clients.

H. Purchase and replace water polo nets, lane lines, backstroke flags, pool blankets, reels, starting blocks, diving boards, and handicapped lift when necessary, consistent with the City-District Agreement, other than any damage as a result of any act of negligence by CONTRACTOR, its agents or clients, in which case necessary repairs or replacements shall be charged to CONTRACTOR as additional rent.

I. Reserve, clearly mark and monitor thirty-five (35) parking spaces for Pool during the normal school year (typically late August through mid-June), as detailed in the City-District Agreement.

J. Meet at least quarterly on location with District and CONTRACTOR to review pool site issues, equipment, and maintenance.

SECTION 14. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the CITY and the School District, their officers, employees and agents, from and against any and all claims, demands, orders, decrees or judgments for injury or death or damage to person or property, loss, damage and liability (including all costs and attorneys' fees incurred in defending any claim, demand or cause of action), occasioned by, growing out of, or arising or resulting from any act or omission on the part of CONTRACTOR, or its agents or employees, arising or resulting from the performance of any services required herein to be performed by CONTRACTOR or arising from the use of the Pool or Pool Building by CONTRACTOR, or its agents, clients or employees, or arising from the use of any buildings or improvements thereon or therein by any person or persons, or arising out of the operation or maintenance of dangerous or defective condition of the Pool or Pool Building, or any other structure, facility or thing erected or placed in the Pool or Pool Building and under the control or supervision of the CONTRACTOR.

SECTION 15. INSURANCE. CONTRACTOR shall and will, during the period commencing on the date on which this Agreement is issued and continuing without interruption until this Agreement is canceled, revoked or otherwise

terminated, and at its own cost and expense, provide and maintain in such form and with a company or companies satisfactory to CITY and District, a policy or policies of each of the following types of insurance to wit:

Minimum Scope and Limits of Insurance CONTRACTOR shall maintain limits no less than:

1. **Commercial General Liability**: $5,000,000 per occurrence and $10,000,000 annual aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.

2. **Workers' Compensation:** Statutory Limits and **Employer's Liability**: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by CITY. The CONTRACTOR shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy shall contain or be endorsed to contain the following provisions:

1. The CITY, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents or volunteers.

2. For any claims related to this project, the CONTRACTOR's insurance shall be primary. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents and volunteers shall be excess of the CONTRACTOR's s insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.

4. CONTRACTOR's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY.

SECTION 16. BOND REQUIREMENTS. CONTRACTOR shall furnish a performance bond in the amount of $172,000 and issued by an admitted surety insurer authorized to operate in the State of California. The bond requirements are outlined in Attachment E. CONTRACTOR shall also maintain throughout performance of the work the insurance coverage.

SECTION 17. TERMINATION.

A. CITY reserves the right to terminate this Agreement:

(1) If at any time CONTRACTOR is in default in the payment of any fees or any other monies required to be paid to CITY, or in the performance of any duty, obligation, covenant or agreement contained herein (time expressly declared to be of the essence), upon fifteen (15) days written notice to CONTRACTOR and CONTRACTOR fails to correct such default within the fifteen (15) day period; provided, however, that:

(a) CONTRACTOR shall not be entitled to and expressly waives any other form of demand or notice (written or oral);

(b) CITY shall have the full right, at its election, to enter Pool and Pool Building and take immediate and sole possession thereof;

(c) CITY shall have the right to bring suit for and collect all monies required to be paid to CITY and which shall have accrued up to the time of entry described above;

(d) Upon such termination, this Agreement and all rights and

privileges herein agreed to shall become void to all intents and purposes whatsoever; or

(2) If CONTRACTOR fails to keep in full force and effect at any time the policies of insurance or faithful performance deposit required above upon fifteen (15) days written notice to CONTRACTOR and CONTRACTOR fails to correct such default within the fifteen (15) day period.

B. Either party may terminate this Agreement for any reason upon 120 calendar days written notice to the other.

SECTION 18. DEFAULT AND BREACH BY CONTRACTOR: If CITY so chooses, this Agreement and all rights and privileges herein shall immediately (and without any demand or notice written or oral) cease, determine, come to an end, and become void, and CITY immediately may enter Pool and Pool Building and take immediate and sole possession thereof, without prejudice to the right of CITY to recover from Agreement all unpaid monies required to be paid to CITY and which shall have accrued up to the time of the entry described above, if:

A. CONTRACTOR at any time during the term of this Agreement becomes insolvent, or if proceedings in bankruptcy shall be instituted by or against CONTRACTOR, or if CONTRACTOR shall be adjudged bankrupt or insolvent by any pool owner, or if a receiver or trustee in bankruptcy or a receiver of any property of CONTRACTOR shall be appointed in any suit or proceeding brought by or against CONTRACTOR, or if CONTRACTOR shall make an assignment for the benefit of creditors, or if any action is taken against or suffered by CONTRACTOR under any insolvency or bankruptcy act.

B. If during the term of this Agreement CONTRACTOR dies, or by reason of incapacity, or otherwise, is unable to personally perform the duties, obligations, covenants or agreements contained herein for a period of ninety (90) consecutive days.

SECTION 19. SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

A. Upon expiration of the term of this Agreement, or upon the sooner termination of such term from whatever cause, CONTRACTOR:

(1) May remove any and all furnishings, fixtures, equipment, merchandise and supplies installed or purchased by CONTRACTOR; provided, however, that:

(a) Any item of personal property described above not so removed shall be deemed abandoned by CONTRACTOR to CITY and absolute title thereto shall vest in CITY immediately;

(b) CONTRACTOR is not then in default in the payment of any fees, portion of gross revenue or any other compensation required to be paid to CITY, or in the performance of any duty, obligation, covenant or agreement contained herein;

(c) CONTRACTOR shall leave the Pool and Pool Building appurtenances in good order, condition and state of repair, reasonable wear and tear and damage by the elements excepted, together with any alterations, changes, additions or improvements thereto; and

(d) CONTRACTOR shall be responsible for any damage to the Pool or Pool Building and occasioned by the removal of any furnishings, fixtures or equipment; and for such damage, if any, CITY shall have lien on the items of personal property until such damages be paid.

(2) Shall peaceably and quietly leave, surrender and yield up to CITY and District the Pool and Pool Building.

B. In the event of termination of this Agreement, because of the default of CONTRACTOR upon any of the grounds set forth above or in the event of the automatic termination of this Agreement, CITY reserves the right to remove any personal property belonging to CONTRACTOR from the Pool and Pool Building and to store such personal property at the sole cost and expense of CONTRACTOR, and CITY shall have a lien on such personal property for and until all and any storage charges are paid.

SECTION 20. FORCE MAJEURE. Any delay or failure in performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused

by or under the control of a Party claiming Force Majeure, including acts of God, fires, floods, explosions, wars, riots, hurricane, earthquake, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effects of such acts, events or occurrences and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

SECTION 21. DISCRIMINATION PROHIBITED. Neither CONTRACTOR nor any officer, agent, or employee thereof shall discriminate in the employment of persons to perform any service or activity at the swim facility, or discriminate against any person in the use or access to the Pool or Pool Building on account of race, color, national origin, ancestry, religion, sex, sexual orientation, disability, or medical condition in violation of any law, or on account of any other basis for discrimination prohibited by state or federal law.

SECTION 22. NOTICES. Any action, notice or request required to be taken, given or made by CITY hereunder may be taken, given or made by the City Manager or his or her designee.

A. All notices, requests or other papers required to be given or delivered to CONTRACTOR shall be deemed to be duly and properly given or made if mailed to CONTRACTOR, postage prepaid, addressed to:

_____
_____
_____
_____

or personally delivered to CONTRACTOR at such address, or at such other address as CONTRACTOR may designate in writing to CITY.

B. All notices, requests or other papers required to be given or delivered to CITY shall be deemed to be duly and properly given or made if mailed to CITY postage prepaid, addressed to:

Director of Library and Community Services
City of Sunnyvale Public Library
P.O. Box 3707
Sunnyvale, CA 94088-3707

or personally delivered to Director of Library and Community Services at City of Sunnyvale Public Library, 665 West Olive Ave., Sunnyvale, CA, 94086, or at such other address as CITY may designate in writing to CONTRACTOR.

SECTION 23. ATTORNEY FEES. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

SECTION 24. NATURE OF AGREEMENT. MODIFICATIONS.

A. This Agreement does not constitute a contract of employment and the relation of master and servant, employer and employee, does not and shall not exist between CITY and CONTRACTOR or any of its employees. CONTRACTOR is and at all times shall be deemed to be an independent CONTRACTOR.

B. This Agreement does not constitute a deed or grant of any easement by the CITY and does not constitute a lease.

C. No assurances or inducements of any kind not specifically set forth in the Agreement have been made to CONTRACTOR by anyone authorized by CITY to cause CONTRACTOR to execute this Agreement.

D. Failure of CITY or CONTRACTOR to insist upon a strict performance of any of the duties, obligations, conditions, covenants or agreements contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions, covenants or agreements herein contained.

E. Rights of CITY or CONTRACTOR hereunder shall be cumulative and not alternative and shall be in addition to any and all rights which either party shall have as a matter of law.

F. With the exception of extensions to the Agreement under Section 2, which may be approved by the City Manager, no agent, officer or employee of CITY

has any authority to vary or extend the term of this Agreement or any duty, obligation, covenant or agreement contained herein, or to make any statements or representations concerning this Agreement, or the rights and privileges set forth herein, except such as are set forth in any written addendum to this Agreement which has been approved by the City Council.

G. This document represents the entire agreement between CITY and CONTRACTOR. This agreement may be amended only by written instrument, signed by both CITY and CONTRACTOR. Except as may be expressly provided in this Agreement to the contrary, all provisions of this Agreement are expressly made conditions.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

ATTEST: CITY OF SUNNYVALE ("CITY")

By _____ By _____
City Clerk City Manager

APPROVED AS TO FORM: _____
("CONTRACTOR")

By _____ By _____
City Attorney

_____
Name and Title

By _____

_____
Name and Title

ATTACHMENT B

Corporate office: 838 Malone Rd.San JoseCA95125
Phone: 408-269-5437; FAX: 408-269-5430
www.calsportscenter.com
Email: dave@calsportscenter.com
Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No.F0610-34

FOR
OPERATION OF PUBLIC SWIMMING PROGRAMS AT
FREMONT HIGH SCHOOL POOL
aka: SUNNYVALE SWIM COMPLEX

SUBMITTED BY
CaliforniaSportsCenter
David and Anne Peterson, Directors

Ricky Silva, Site Manager

INTRODUCTION

The CaliforniaSportsCenter accepts the opportunity to submit our proposal to the City of Sunnyvale to continue our operations at the Sunnyvale Swim Complex at FremontHigh School. As the operator for the City since the pool opened in July of 2002, we are proud to have implemented multiple new programs and offered very diverse programming for all citizens of Sunnyvale to enjoy, and local companies to use, as a resource for fitness for their employees. We have also met the challenge of collaborating closely with the school district. We recognize the need for the City to review other proposals for consideration, but also believe that we are best suited to continue and further develop the operations at this pool with limited if any disruption other than that caused by improved capital expenditures or by the City or the District for other capital improvements or general maintenance. We intend to expand on our programs, while also continuing to reach a diverse population, and offer additional times, and new ideas to expand the possibilities and opportunities for aquatics programming for the entire community. Let this also be our notification of interest in the operation of additional pools for the City of Sunnyvale such as Washington Pool to continue to improve and expand services to all its residents.

California Sports Center has successfully developed this collaboration formed between the Fremont Union High School District and the City. Our objectives would be to extend our relationship for the remaining 12 years of the current City / District agreement. Our goals:

A. Enter into a long term business relationship to at least the end of the City/District agreement.
B. Continue to work toward achieving outstanding approval ratings for a safe, effective, service-friendly atmosphere and we will continue to uphold California Sports Center's mission, vision, and values.
C. Continue to meet the priorities set forth in the RFP, but shall continue to offer expanded services in the following priority order:
    a. Adult Lap Swimming
    b. Masters team development, water exercise, senior swim rates, lessons specifically for adults, adult water polo, and other adult swimming programs.
    c. Family swims and 'Open' summer swim opportunities.
    d. Youth program development for lessons, deemed by our own past customers as the best in the valley; competitive swim readiness – both development toward team, and non-competitive higher level development for high school sports – particularly to support FremontHigh School sports and the District as a whole whenever possible.
    e. Safety training for the community at large, as well as regular coaches training and development – a key to CaliforniaSportsCenter's many successes.
    f. Outside facility group use for the community development of competitive teams.
D. Pay the City a fair, equitable and just level of compensation for the locker room facility use while meeting required programming outlined in the agreement.
E. Maintain quality staff from the start of their positions, through on-going trainings, to their promotions or departures into new and better opportunities with a focus on hiring and training Sunnyvale residents whenever possible.

We look forward to the City's strong consideration of our proposal to meeting the City's needs and to entering into negotiations as soon as possible.

CALIFORNIA SPORTS CENTER'S PROPOSAL

In keeping with the RFP, the following proposal is outlined as requested under Section VII (page 12 of the RFP) in the order outlined and defined along with supporting CSC Attachments 1 through 9.

A. PROPOSER QUALIFICATIONS AND EXPERIENCE

1. **The California Sports Center (CSC) is a California Corporation structured as a Sub-chapter S Corp.** We have operated as such since 1991 when we incorporated. Before incorporating we were known as the CaliforniaGymnasticsCenter, owned and founded in 1987 by David Peterson. CSC currently operates eight (8) different sports training facilities in Sunnyvale, San Jose, Morgan Hill, and Santa Clara. Our focus has been on aquatics and gymnastics programming – both specialized activities, but we have also grown our dance programs at two locations within gymnastics programs. One of our locations is also a contract with the City of Sunnyvale to provide the gymnastics instruction for all recreational gymnastics classes at the City's IndoorSportsCenter under the direction of the Nancy Grove and Gary Brown of the Library and Community Services Dept. In addition to operating the pool at FremontHigh School for the last 11 years, we have also operated seasonal pools in San Jose.

2. **The principal owners** of the corporation are David & Anne Peterson. Our Corporate office and general contact information is as follows:
   a. CaliforniaSportsCenter
      838 Malone Rd.San Jose CA95125
      phone: 408-269-2777; fax: 408-269-5430
      email: dave@calsportscenter.com
      web address: www.calsportscenter.com
      Cell phone of the primary contact for this RFP, Dave Peterson, is 408-210-3561.
   b. Additional contact for direct operational questions is Ricky Silva. Ricky is the Site Manager, and can be reached at 408-732-2257.

3. **References**
   a. Business.
      i. Steve McCray, Corporate Attorney for CSC
         Hoge, Fenton, Jones, and Appel, Inc in San Jose. Phone: 408-947-2417
      ii. Lynda Boman, Corporate CPA for CSC — Phone: 408-866-2004
      iii. Shelley Hanson, D&G Sports (equipment supplier) — Phone: 530-885-5680
      iv. Dan Hurley, Sensation Nation — Phone: 408-921-0541
      v. Dan Wax, Parks & Recreation, City of San Jose — Phone: 408-535-3576
      vi. Margaret Copley, SUNN Swim Club President — Phone: 408-733-0810
      vii. Michael Felardo, Assistant Vice President,
         Comerica Bank - Business Banking — Phone: 925-941-1908
   b. Personal (of David Peterson, Principal)
      i. John Kennett, Rotary Club of San Jose — Phone: 408-297-6100
      ii. John Rimbach, friend — Phone: 408-234-6897
      iii. Carl Cilker, Cilker Orchards; Rotary Sponsor — Phone: 408-264-2534

c. Letters of support from SUNN Swimming, Fairbrae Swim Team, Calphin Aquatic Club, Leading/Agape, and Sensation Nation are included in **Attachment 1**.
d. Petitions of support signed by current and past participants of CaliforniaSportsCenter aquatics programs at the Sunnyvale Swim Complex are included in **Attachment 2a – Online Petition** and **Attachment 2b – On Site Petition**.

4. **Previous to operating here in Sunnyvale for the past 11 years**, CSC operated a pool at BlackfordHigh School for 10 years (1991-2001). Additionally CSC is the premier gymnastics training facility in San Jose with 4 locations in San Jose, a new operation in Morgan Hill opened in 2012, a long standing relationship with the City of Santa Clara for gymnastics and as mentioned the City of Sunnyvale's gymnastics program for the last 10 years. Our focus has been specialized sports and youth training within the sports/activities we have offered for over 25 years. The Resume of the founder, Dave Peterson is included in **Attachment 3** for your review. Dave is Director/CEO of CaliforniaSportsCenter.

   CSC's real strength in operations at the pool remains the outstanding staff that CSC hires – particularly its leadership team. See **Attachment 3** for an organizational chart, training requirements & certifications, and resumes of the leadership team. The pool's operational hours are and would continue to be divided into two halves each day. The Manager, Assistant Manager and Program Coordinators have the most experience in direct operations of the pool and the programs we offer. Each position is outlined with specific responsibilities sharing the development, oversight, and measurement of each swim program or administrative duty they are assigned. Sharing of the overall management responsibilities creates a broad knowledge of each other's roles and improves the overall customer service needs for nearly every operating hour programs are offered. Should the manager be out, the other leaders have complete responsibility to handle all operations, and the facility is never left with a leadership void. In addition, weekly meetings are held with the entire management team, there is regular financial oversight on location by Anne Peterson, and regular oversight and trainings by CSC's Director of Operations, Christopher Brown. CSC believes it has a team of leaders unmatched at any pool in the area. The resumes of the Manager and Assistant Manager are attached.

5. **Our track record** is outlined with participation reports over the past 11 years for which the City staff receives reports monthly and/or as requested. All are public documents available upon request. In addition to the 7 gymnastics/dance locations, we have operated the Rotary Ryland Pool in downtown San Jose for the last 3 years, and the Fair Swim Center in east San Jose for two of the last three years. Both of these pools have been under contract with the City of San Jose. One contact in the City of San Jose is Dan Wax, Deputy Director - PRNS, and he is listed as a reference under "#3" above. Others are available upon request.

6. **Financially, California Sports Center has operated** as a successful small business for over 25 years (since 1987). Along with improved services and additional programming the entire company's gross sales have continued to grow annually. We have met all our obligations for payment of invoices from the City of Sunnyvale over all 11 years of current operation including facility use fees and utility payments. We have been diligent in reporting issues of concern which we believe has saved the City time and money as it relates to the obligations of the District within the City/District contract.

In order to properly account for each of our 8 locations income and expenses – particularly those involving City contracts, we have divided each of the operations into separate divisions or departments, all of which should be able to operate independently of each other. Annual budgets are developed each November and signed off in December for the next fiscal year. Our 6 year business plan summary (RFP Attachment B) outlines the general income and expense reporting requested. Our annual budgets are developed and signed off by Site Manager(s), and the Directors (Principals.) The results or 'actuals' are then reviewed monthly and more extensively each quarter and annually. These private and confidential actual reports for the Sunnyvale Swim Complex are available upon request. Annual budgeting includes plans for funding new equipment, furniture, and capital expenditures as needed. As a company, we also maintain a reserve to provide emergency funds toward capital expenditures for unplanned expenses.

CSC also maintains a business license with the City of Sunnyvale and has been a member of the Sunnyvale Chamber of Commerce since beginning operations here in the summer of 2002.

In order to address part of RFP section VI, we would add here that there is no issue with our credit or financial standings. Neither CSC, nor its Principals, have ever been involved in bankruptcy or insolvency proceedings, or been subject to assignment for the benefit of creditors. We are not now, nor have we ever been in the past 25 years involved in any litigation. A letter of reference from our bank, Comerica, and copies of filed federal tax returns for the past three years are available upon request. Our CPA and CFO would be involved in providing any additional confidential financial documentation requested.

7. **Additional information - Why choose California Sports Center**. As mentioned above, California Sports Center has been the operator of this facility since its official opening in June of 2002. The contract was signed on June 1 of that year, and we were ready for a public ceremony and "open swim" by June 22 and began full operations on July 8, 2002. Within a very short time we hired staff, prepared the facility, purchased equipment and supplies, finalized and ordered registration forms, and completed so many other unnamed things. We have since been renewed a second contract which takes us to this process. With excellence in mind, we have taken the operation of this pool to new levels of service meeting and exceeding all the requirements of the contract. We have properly and professionally represented the City of Sunnyvale to the best of our ability and believe that our background, knowledge, understanding, and now direct experience in the operation of this pool in this community is vitally important to its on-going success. Areas we feel extremely proud of in our operations the past 11 years include:
    a. Safety. Most important to CSC is that Safety is #1. We do not hesitate to address safety concerns humbly, but feel extremely confident with our safety record. This will be further addressed in section "B. Proposed Swim Program and Services" of the RFP.
    b. We have been instrumental in continuing the on-going regular communications between the school district,\ and the City as well as contractors hired by either to maintain facilities as needed. We developed the minutes/notes sharing responsibility with district staff, and City staff and continue to meet regularly. Notes are now maintained by the City.

i. We were recently recognized by the District Trustees and the Sunnyvale City Council during a celebration of 10 years of operation on campus with the Friends of the Fremont Pool.
ii. Administratively we work with the appropriate district personnel and on location the school's Principal, and Vice Principal.
iii. Regarding athletics: we work with the Athletic Director and the coaches on the pool deck every day.
iv. Regarding maintenance and pool/water daily operations: we work with the district custodial staff – including pool sweep planning and general operational reporting.
v. At least one of our staff is a certified Aquatics Facility Operator (AFO).

c. We helped develop the needs assessment for the pool building with regular 'punch lists' of work to be completed which we maintained for review and further held the contractors accountable for work as best as possible before they departed the campus and the district signed off on the building project. Along the way we identified multiple design flaws and reported them accordingly. We currently maintain a punch list for regular maintenance items in and around the pool per the contract.

d. We provided needed support toward the recent parking lot redesign and helped develop signage in the early years for the parking lot which helped protect spaces for the community and which would otherwise be used by students and school personnel. We continue to assist in monitoring the parking and report abuses when possible or necessary.

e. We quickly and professionally address each and every concern or issue that is brought to our attention by customers or by the City for customers. We strive to always find a compromised satisfaction to issues or concerns and above all work to educate the customers, City staff, and elected representatives on the limitations the facility has and that we have as an operator. And when asked to meet with Parks & Recreation staff, or the City's elected representatives, we do not hesitate to make ourselves available.

And finally, I would extend that California Sports Center is ready to continue to address the needs of the City as it relates to programming and services. As noted in our introduction, we have led operations at this pool from the Grand Opening to the present and developed great relations with our customers, the City staff, and the District staff and we feel quite proud of that fact. We believe we are best suited with our background and experience to work with the City staff to creatively consider new ideas and expand cost effective services for all to enjoy.

B. PROPOSED SWIM PROGRAM AND SERVICES

1. **California Sports Center would have absolutely no problem meeting AND exceeding the required swim schedule as outlined in RFP Attachment A – Schedule Requirements**. As has been the case since opening, we have maintained a priority for adult swimmers in all our scheduling and in new and additional offerings that expand the options

for adults to swim regularly. Our limitations in lane availability beyond very few holidays have only been by cause/notification of district priority or their exclusive uses (per the City/District Agreement) and up to 6 community events or competitions per year in support of the local Jr. swim programs which have been expected within the current contract. The following is how we plan to EXCEED the programs expectations outlined in RFP Attachment A – Schedule Requirements. Programs are further described in #3 and #6 below.

a. Lap Swim: Increase the daily lanes available to lap swimmers beyond the number of lanes outlined as a minimum in RFP Attachment A – Schedule Requirements.
    i. Increase the number of hours lanes are available throughout the summer schedule (extending one hour each weekday morning; extending 1.5 hours each weekday afternoon; and dedicating lap swim lanes on the weekend 'open' swim times in the afternoons.)
    ii. Add 'seniors' only dedicated lanes and times available prior to the noon rush and at the same time as our water exercise classes. Giving more healthy options for seniors and reducing the parking issues that can occur at the standard noon lap swim.
    iii. Offer 50 Meter lane setups (long course) in the summer mornings and holidays and now winter Thursday's too.
b. Masters Swim: Increased adult offerings for learning improved training through the "CSC Masters – Sunnyvale" program and adult lessons, which further increased the number of lanes available for adult swimmers.
c. Instructional Lessons: daily lessons are offered for all ages with particular attention to the spring, summer, and fall months, but with limited offerings also in the winter months. We will continue to expand weekend offerings while maintaining new developments in the proposed "shoulder season" of open swims on weekends.
d. Open Swim: We have met or exceeded the defined requirements for total lane hours and weeks while also meeting the expectation of providing for local resident swim club uses during the summer. Our goal is to provide for open recreation swim from the Monday following the close of K-8 schools to the weekend prior to their re-opening. These summer dates have been fluctuating due to state budgets and the local districts efforts to maintain their calendars under difficult financial times.
    i. Summer Shoulder Season: A regular weekend program is new to this location and shall be implemented to meet or exceed the expectations of the contract as agreed. We will work closely with the department on measurement and review to best use this time for all programs making a best effort to reduce the impact on existing programs that will have to be cut, changed, or eliminated to provide for this "open swim" program.
e. Swim Team: The SUNN Swim Team has been a participant in use since prior to the opening in 2002. We have worked closely with its board and coaches to maintain a direct line of support, we have honored their competitive program without conflict of adding any similar program, and we have worked with the organization to develop an improved feeder program for the on-going development of local swimmers to their program. As is evident in their letters of support and professional reference, we will continue our partnership and extend an agreement with this organization as long as they also maintain the requirements of resident participation expected in the new contract.

2. **CSC utilizes the various areas of the facility** in every way possible. We've outlined these areas as follows:
    a. Pool: **Attachment 4** outlines use by lane by hour. Planned uses are further described in "3. Types of services" and "6. Number of Hours" below.
    b. Main office: Customer Service, lap swim and other program sign in, and lesson registration. The main office is also known on the original plans as the 'lifeguard station', it has been redesigned for customer service and is the sites main greeting station and is open for business throughout the operational day. 6am – 8pm weekdays; 8am – 6pm weekends. The AED and immediate emergency supplies are maintained in this office. Lifeguards rotate from this office throughout the operational hours.
    c. Training room: Directly behind the main office is the staff training room and would be best described as a Multi-purpose Work Room. This space is the largest dedicated open space in the facility besides each of the women's and men's locker rooms. Regularly used as the break room, we disseminate staff information, keep staff boxes, and maintain program lockers in this room. It is also used as a staff meeting room, summer camp room for crafts and indoor activities and an occasional meeting room for rental groups such as SUNN. All community lifeguard training classes are held here along with community First Aid and CPR classes. Community events use this room for hospitality or meetings too. This room is also used for City/District/CSC meetings. The room includes a secure storage closet , cabinets and lockers. These are used to store paperwork and office supplies specific to programs.
    d. There are three 'storage' areas within the facility, each with a secure roll up door. One is used as an area for vending snacks and easy access to equipment, the other two are used for equipment storage. One of the three is also a roof access room so has limited uses. Shared use by organizations who have regularly scheduled access such as SUNN, are provided limited storage.
    e. There are two separate offices. One is used as the Managers office. The other is used as a staff office as well as a computer room for events such as the SUNN swim meets.
    f. There is one small secure maintenance closet with the appropriate drainage for a mop sink and janitorial supplies.
    g. The locker rooms are the remaining two spaces used specifically as locker rooms for customers, staff, and the general public associated with the programs offered. The nature of the public access of the school property prevents us from barring general public use, but we do our best to monitor the use and do not allow the school to gain general access for classes or teams due to the fact that they have their own locker rooms and campus bathrooms. CSC has mounted smaller bulletin boards for announcements to the public.
    h. CSC and District staff has used fencing purchased by CSC to create a deck storage area for large equipment and supplies such as lane line reels, lifeguard stands and other large items. This area is monitored by District and CSC staff.

CSC would be responsible for all general maintenance of all areas within the building and is responsible for costs associated with normal wear and tear of these rooms, areas, walls, ceilings, floors, fixtures, etc. as required by contract. Additional improvements will be planned if awarded the contract and which are outlined under "E." below.

3. **Types of services** to be offered include a diverse offering outlined in (a.) through (l.) below. It is our goal to provide all the services and programs listed directly as the operator, but important to note that there are organizations, such as the parent run local swim team SUNN, that can provide outstanding services and support to purely competitive athletes. CSC refers to these groups as 'rental groups' and supports them with lane times as long as their programs do not directly conflict with our own and they meet contract requirements for residency status. It remains our objective to ensure such uses are in fact limited and that a diverse amount of programming is offered throughout all the operational times available to the City. We propose the following services be continued and improved and have shown how the lanes will be used in **Attachment 4**, season by season, Monday-Sunday:

   a. **Lap Swim**– this program is outlined in the RFP Attachment A – Schedule Requirements.We have also added times in the summer that have become popular. The current agreement between CSC and the City of Sunnyvale requires an average of 176 lane hours of adult lap swim per week. In 2012, CSC offered an average of 386 lane hours of adult lap swim per week. This average excludes lanes that we also used for lap swim that were allocated for high school use but were not being used. Starting in August of 2013, CSC proposes the following lap swim schedule:

Monday-Friday*	6:00-8:00 am
Monday-Friday	11:30am-1:30 pm
Monday-Friday	6:00-8:00 pm
Saturday	8:00 am-11:00 am
Sunday	8:00 am-1:00 pm (2 hours longer than required)

*** Monday-Friday summers is set as "long course" in the morning.**
*** Monday-Wednesday-Friday summers also start at 5:30am.**

   b. **CSC Masters – Sunnyvale.** This program was started officially in 2004 with California Sports Center registering as a team called "CSC Masters – Sunnyvale". This group of adult swimmers receives coached training during designated times and in designated lanes for their training. Times are offered 6 days a week and shall be increased based on the dedication of these swimmers in non-peak use times. Times allotted are in addition to the "lap swim" hours outlined in the City's RFP Attachment A – Schedule Requirements. There are also adult age "Intro to Masters" and triathlon training classes offered under this program. The current agreement requires 2,500 annual hours of masters swimming.CSC offered 5,058 lane hours of masters swimming in 2012.Starting in August of 2013, CSC currently plans the following schedule which changes a bit seasonally based on District use:

Masters	Mon/Wed/Fri	8:00-9:00 am
	T/Th	5:00-6:00 am
	Sat	7:00-8:00 am
Intro to Masters	T/Th	7:15-8:15 am
Podium	Wed	6:00-7:00 pm
	Wed	7:00-8:00 pm

c. **Water Exercise classes.** This program was tested in the summer of 2005, and started year 'round in the summer of 2006. Classes are offered in the mornings at 10:15am M/W/F with additional offerings April – September. We will continue to develop new clients and reach out to organizations and groups within the community that might be interested in a fun fitness opportunity in the water for adults. We would hope to see additional interest in the exercise class. The lack of available lanes in the evenings and early mornings, due to other uses, prevent any other offerings than mornings or early afternoons. This would be a great program to expand at Washington Pool if ever given the opportunity. CSC offered 1560 lane hours of water fitness in 2012. Starting in August of 2013, CSC currently plans the following schedule:

Mon/Wed/Fri	10:15-11:15 am (year 'round)
T/TH	10:15-11:15 am (April-September)
Sat	11:00-12:00 (April-August)

d. **Adult Lessons.** These are very popular lessons for adult beginners through advanced including specific stroke development for the adult interested in a more serious level of swimming. Classes are offered 7 days a week.

*See youth lessons for lane requirements and actual lane hours.

e. **Open Swim**. The summer program open to the public will be available Monday-Sunday from mid-June to mid-August. Our offerings are controlled in large part by the City/District agreement which prevents availability until the high school is officially out for summer ("mid-June") and we must end this program offering as soon as after-school sports begin ("mid-August.")

   i. CSC accommodates several area groups and organizations during open swim with a group rate for larger numbers of kids and we provide appropriate staffing to address all their safety concerns.
   ii. The new "Summer Shoulder Season" could begin as early as April and continue thru the early fall with open swim hours on the weekends. During this period, an open swim schedule will be created and published for the public. We would look forward to the City's support in promoting this program within its recreation department communications and activity guides. These hours would typically include warmer months during the year when there is a moderate demand for open swim. CSC would work closely with the City to measure and determine the success of this new program.
   iii. In keeping with improved services for the community while limiting the disruption of existing programs, uses, and limitations due to District use, we would welcome the opportunity to improve the operational "shoulder season" hours of other more conducive recreational pools in Sunnyvale such as Washington Pool. The current agreement requires at least 1,750 annual hours of open swimming. CSC offered 2,834 lane hours of open swimming in 2012.Starting in August of 2013, CSC proposes the following schedule:

Summer:

Mon-Fri	1:30-3:30 pm
Sat/Sun	1:30-5:30 pm

Summer Shoulder Season*:

Sat/Sun	1:15-3:15 pm (minimum 4 lanes)

*this would be scheduled from May 1 to mid-June and again mid-August until September 30. We would meet with the City staff following each season to measure actual use as well as surveys from users.

f. **Youth Lessons**. CSC has a comprehensive program of developing skills and progressions that is second to none in the valley. Our focus on 'learn to swim' as well as more advanced skills development in a fun and safe environment works toward the many competitive swim opportunities available in the area. This has customers coming back year after year and most importantly referring their family and friends regularly to get their lessons from CSC. Many local programs have copied our program ratios since beginning these in 1991.

   i. Lessons are offered 7 days a week year 'round in group, semi-private, and private offerings. Diversity in choices offers great flexibility.
   ii. We offer group lessons for local preschools in the mornings.
   iii. Pre-competitive swimming is a class based monthly program to prepare the more advanced swimmer toward team or high school competitive swimming.
   iv. A summer recreational program allows the community at large to participate in stroke development and team prep without the year 'round obligation of a competitive team.
   v. A new ParentTot class will be offered in the early fall, and late spring in the mornings pending weather.
   vi. Recreational diving classes are offered on Saturdays during the spring and fall and on weekdays and Saturdays during the summer. Classes focus on the basic principles of springboard diving and prepare students for the Future Champions team.
   vii. California Sports Center would also continue to develop our relationship with Sensation Nation – a company specifically developed to assist special needs youth in the community. Sensation Nation provides 1:1 instruction for its students and are provided integrated safe support to their individual needs.

   California Sports Center is required to offer 7,000 lane hours of instructional lessons each year. California Sports Center offered 7,802 lane hours of instructional lessons for youth and adults in 2012. Various times, 7 days per week throughout the year are outlined in **Attachment 4**.

g. Water polo.

   i. Youth programming. This would be a developmental program of skills for those under the age of 14. These students would eventually become high school program competitors.
   ii. A high school age program will be offered in their off-season to continue support to the local high school teams
   iii. Adult age water polo programming. This has been, and will continue to be a growing program for adults. We offer this from 8:00-9:30pm twice a week

currently and would continue that time and consider adding evenings. The current agreement does not include youth water polo. CSC offered 1,470 lane hours of youth water polo in 2012. Starting in August of 2013, CSC currently plans the following schedule:

Monday	6:30-8:00 pm
Thursday	6:30-8:00 pm
Sunday	1:15-3:15pm in the fall season
Saturday	12:00-1:30pm winter and season
Saturday	11:15-1:00 summer

h. **Competitive Diving**

i. CSC formed a competitive diving team in 2010. Since then, the team has continued to grow and is the only diving team in the City of Sunnyvale. Moving forward, CSC will continue to offer a "Future Champions" team, which will attend USA diving meets during its season. The team offers practice March-October, as well as dry land opportunities in the winter months in collaboration with the City's gymnastics program.

CSC proposes the following schedule for competitive diving (subject to change based on demands for the team)

March-October: Tuesday & Friday – 6:00-7:30pm
Saturday – seasonally changes based on lanes available

i. **Safety training.**

i. The California Sports Center is one of the American Red Cross's primary training grounds for lifeguard training, CPR for the Professional Rescuer, Coaches Water Safety (for USA swim coaches, high school coaches, and P.E. teachers) and WSI (Water Safety Instructor) classes. We have offered and will continue to offer a broad range of safety classes taught by representatives of the ARC. Our long time contractor, Ken Mignosa, teaches these classes along with other certified visiting instructors. Classes are offered throughout the year with a focus in March, April, May, and June.

ii. CSC offers regular community classes for First Aid and CPR at this facility as well as other CSC facilities throughout the area.

j. **Summer camps**. Community interest for summer camps focused around aquatics, and including other activities has become one of our stronger summer programs. In the summer of 2012 we provided camp programming to 180 children, ages 6 to 14, over 8 weeks. This was in addition to regular programming and lap swim hours. We would plan to continue this program working with the school and community on improvements as requested.

CSC is not required to offer summer camps in the current agreement. Summer camp swimmers use the pool at various times throughout the day, including planned instructional time in the mornings as well as participation in open swim.

k. **Swim Team/Rental group use**. These are outside organizations offering programs which CSC either cannot provide or which CSC chooses not to provide. These groups offer diversity in programming and support long running resident based community programs such as the SUNN Swim Team. SUNN operates independently, and continues to meet the needs of the community by offering USA Swimming competitive programs. Other resident based or non-resident based groups have some part-time weekend lane hours scheduled to meet various needs of the community.

In 2012, CSC provided 8694 lane hours to Sunnyvale Swim Club for use. CSC proposes to continue to provide for the minimum 8,000 lane hours for local teams of which such "teams" shall have at least 60% resident members in their entire organization and either have a Sunnyvale business license or a majority of board members as Sunnyvale residents.

CSC also provided 3642 lane hours in 2012 to other outside rental groups that offer various aquatics services to groups within the community. These uses have included Calphin Swim School, Leading Swim, Santa Clara Valley Water, and Sensation Nation.

l. **Community event facility use**. There are no more than 6 weekends a year which we allow to be set aside for outside groups to come in to the facility for local, regional, or national events. These have been primarily local USA Swimming competitions and camps and USA Water Polo tournaments. Annual events have included: Pacific Swimming 10 and under championship and camp; 2 of SUNN's annual big events, USA Water Polo tournament, and Silicon Valley Swim League Championships hosted by Fairbrae Swim and Racquet Club. We limit the number of closures due to the fact that the District could also call for up to 15 days in the school year for priority or exclusive use of the pool per the City/District agreement. It is our goal to minimize the total number of days per year which may cause disruption to our regular swim programs, particularly lap swimmers.

4. **Qualifications of, and the number of, staff for our programs.** CSC has a basic structure for the pool that matches that of all our locations. The pool will have one manager – responsible for the first half of the day, and an assistant manager responsible for the second half of the day. The manager reports directly to the Directors (Principals) at CSC. They are assisted by several corporate support positions such as the Manager of Program Development, Christopher Brown; Human Resources, Christy Duzac; and of course they have the support of their colleagues, 7 other managers of CSC locations. The manager and assistant manager have principal responsibility to the entire program and deck operation as well as their entire staff from lifeguards, to instructors, to coordinators. Daily coordination and collaboration of our own programs with the district and with other facility users is critical to successful management at this pool. CSC's 'org chart' is as follows (see also **Attachment 3**).

a. Directors
    i. Site Manager
        1. Assistant Manager
        2. Coordinators (program specific oversight/responsibility).
            a. Office, Lessons, Camps, Open Swim
        3. General Staff such as:
            a. Customer Service staff
            b. Instructor/Guards (teach lessons and guards as assigned)
                i. Instructor only
                ii. Assistant team coaches
            c. Lifeguards (guarding responsibilities only – no instruction)

Qualifications of the staff vary based on the responsibility of the staff member, but all CSC employees (company wide) are required to maintain basic First Aid and CPR certification. Lifeguards, most Coordinators, and Managers are required to maintain ARC lifeguard certification and CPR for the Professional Rescuer or the equivalent. Nearly all instructors are either guard certified or water safety certified. **Attachment 3** includes the resumes of a few of the leadership, as well as a training plan for all aquatics staff. It should be noted that the Site Manager was hired prior to the signing of the original contract with the City in June of 2002.

The number of staff for each program will vary according to the demand of the program and as required by law. One staff member will be on site during all operational hours to answer questions, complete registrations, and offer site tours. Our lap swim hours have a minimum of 2 lifeguards and as many as 4 while our open swims have a minimum of 4 and as many as 9 on a rotational duty based on the season. Our year 'round staff is 30 employees and our summer season increases by approximately 50%.

5. **CSC has an official Emergency Action Plan (EAP) for the pool**. See **Attachment 5.** This is printed and posted for all to see at the pool. Staff are repeatedly tested and of course required certifications cover emergencies in their training. Every accident and incident at the pool is required to be written and reported to management of the pool, the Director of Operations, and the Directors. If the Manager and a Director agree it's appropriate, the City will also be informed. Follow up occurs each time, but the level of the follow up depends on the severity of the incident. Each action is taken as an opportunity to learn and improve.

   Specific to programs, there is a whistle code known and practiced by all on staff at the pool. This is part of standard lifeguard training. The CSC staff regularly communicates and collaborates with the school district staff to recognize these codes as an important link in safe pool activity.

   Additionally, CSC maintains a monthly safety checklist which includes punch lists for facilities, equipment, and the pool deck.

   CSC has also been instrumental in working with the District to develop safety procedures for access to chemical supply rooms and how to create or paint 'safety zones' around doorways leading to such rooms.

6. **Number of hours. CSC plans to continue to operate the pool** from 5:00am until 10:00pm weekdays; and from 7:00am until 7:00pm on weekends. Current programs fill the pool during peak times, utilizing all 23 lanes, with programs and uses as outlined above in #3 and in **Attachment 4**. The majority of peak times are noted in "6.b." below. When the district lanes restrict our use, we consolidate programs into the allowable lanes and the pool uses are clearly impacted. Challenges include:
    a. Getting customers to understand the shared use of the pool with the school district and that the operator has absolutely no say over certain lanes at certain times of the day. There are times the pool is half empty, but the operator is not allowed to use the lanes due to district uses. Written communication is provided, but we actively spend 1:1 time with any customer that needs better clarity or understanding as to the limitations we have as the City's operator within the City/District Agreement.
    b. More lanes during peak times. Peak is 6-8am, 11:30-1:30pm, and 3-8pm.
    c. Having slightly higher water temperatures would be welcome by a majority. However, the pool mandate maintains the temperature at 80dg +/- 2 degrees per the City/District agreement. Most serious lap swimmers appreciate this temperature, but seniors tend to appreciate the warmer days as do children learning to swim.

The following table outlines our expected uses moving into the new contract, however we do have an established monthly reporting to the City of daily participation and total participation hours. The full report is a public document available upon request. The lanes are assigned after first removing any possible use by the district, then in order of priority as outlined above with adult lap swim as the first priority, but with the primary objective to provide diverse program choices for all residents. The following shows our 2012 total numbers as reported and the average monthly, seasonally, and annually. We have developed these uses over the last 11 years and would not have any 'start up' concern which a new vendor would have providing new services with new staff. We would be working to sustain and grow these programs, as much as continue to fully utilize lane availability.

Program	**Total # of participants 2012**	**Average # of users in 2012**
Lap Swim	32,896	2741 monthly
CSC Masters	285	24 monthly
Water Fitness	3386	282 monthly
Senior Lap Swim	2868	239 monthly
Lessons (youth & adult)	5592	466 monthly
Open Recreation Swim (all users including visiting groups)	4463	4463seasonally (summer weeks and shoulder season)
Youth Water Polo lessons	199	28 each session (7)
Adult Water Polo session users	108	21 each session (5)
Adult Water Polo drop-in	56	56 annually
Lifeguard Training class	172	172 annually
Summer Camps	175	22 weekly (8)
Rental Groups		Currently 5 groups monthly
Facility Events		6 weekends annually

7. **Proposed fees for programs.** As noted in 'd.' below, we have included our fee structure for the current year (2013) and would not anticipate changing this structure moving into a new contract. **We will also agree to freeze the current resident pricing for existing programs for all of 2014 if our contract is renewed.** Because of the many uses and program one person can attend, the number of users vs. number of swims can be complicated. CSC has worked with the City to create accurate numbers of actual participants and participation hours and have recorded and reported this information monthly as required – we would expect to continue such reporting. The full annual report is available upon request. The rates do not require membership and are based on whether you are a proven resident or not.

    a. The lap swim fee is the most complicated given the many options for the swimmers.
        i. The drop-in (1x) rate $6.00
        ii. The 12 punch pass is $52.00.
            1. The punch pass and drop-ins must use a punch for each visit or program they're involved in.
        iii. The monthly pass is $50.00.
            1. Monthly pass holders can attend as many times in a month as they would like during the scheduled times.
        iv. We would also offer an annual pass once our contract is renewed. The last pass provided was $550.00 and based on more regular use that would equal a cost of less than $2.25 per swim, based on 5 swims per week.
    b. The Open Recreation Swim fee is the second most important price structure. This new agreement is asking for an expansion of the "shoulder season" beyond the limited "family swim nights" we have offered over the last few years and which is designed to offer swim before and after the standard 8 week summer season. Weekend swims will be scheduled as per the final agreement and priced accordingly.
    c. Each year, CSC has been obligated to review the fees with a designated City staff member. This expectation would continue. Our fees are based on a market approach to programs and services available elsewhere in and around the City of Sunnyvale. All prices are structured on a resident vs. non-resident fee with the difference determined by City staff.
    d. **Attachment 6** is our 2013 pricing which was reviewed/approved in January of this year by city staff and includes all current programs. This pricing is planned to be continued for the remainder of 2013 and as mentioned, **if our contract is continued, would be frozen for residents for 2014** with no increases in existing programs until 2015. We would also welcome a negotiation regarding open recreation swim prices.
    e. When reviewing fees annually we review the following:
        i. Program demand – program requests, customer survey's, and general input.
        ii. Comparative analysis of other local programs offering similar 'public' like uses.
        iii. Diversified programming choices and our limitations due to District uses.
        iv. Lane availability (keeping in mind District uses.)
        v. How to increase a program's participation to a level that would allow for decreased individual pricing and increased income.
        vi. Staffing requirements to support the program (lessons vs. guarding vs. office support)
        vii. City staff input

f. Onsite registration is available nearly all hours of operation – 7 days per week. Online registration is available on our website – www.calsportscenter.com.
g. **We have also tentatively agreed to clarify and extend the agreement with the SUNN Swim Team** for a longer period than in the past and are willing to negotiate a term equal to the length of our term with the City.
h. Forms of payment accepted include cash, check, credit card, and auto payment.

8. **Type and extent of advertising and promotion.** CSC is constantly reviewing our advertising mediums. Our website www.calsportscenter.com is becoming a No.1 resource of information by users and those interested in programs. We are listed or linked with multiple organizations complimentary websites such as Silicon Valley Tri-Club and Pacific Masters. CSC regularly advertises with print ads in the Sunnyvale SUNN, Bay Area Parent Magazine, the Cupertino Courier, and various other neighborhood newspapers. We have received support of the local schools and multiple community groups to handout general information flyers for lessons and programs. We maintain a full page of programming in the City of Sunnyvale Activity Guide and propose an increase to 3 pages. We have participated in Sunnyvale Chamber of Commerce events such as their Annual Art and Wine Festival. We also participate in City events when held at the community center. With our recent work for the city in the gymnastics programming we also promote this pool and other pools of the city to the parents of the children of the gymnastics classes.

   We are in constant review of advertising and promotion, particularly asking how our customers hear about us. Approximately $2,000 per month is allocated to the pool specifically, but our combined budget for advertising and promotion exceeds $100,000 per year for CSC and we constantly reference the pool complex in all our efforts. See **Attachment 7** for CSC's yearly operations business plan summary.

9. **The Principal's involvement in the pool operations is on-going and regular.** There are two principals:
   a. Both Dave and Anne Peterson were directly involved with completing this RFP from start to finish with review and input by several key staff. As a Director, Dave meets weekly with the managers and attends regular pool staff meetings on location at the pool and is regularly available to answer questions by all staff nearly all hours of the day/night. He has directly responded to City staff requests for meetings whenever and wherever requested. Dave has attended the council meetings when so expected and would welcome the opportunity to do so again and further explain all the great things that we have done and would hope to do in developing a new contract. Dave has attended 90% of the City/District/CSC meetings over the last 11 years. These were held at least monthly for over two years, and are now held quarterly or as needed. I am directly involved in all contract negotiations.
   b. As the Chief Financial Officer/Director of CSC, Anne Peterson oversees the financials of the company and hires all "office coordinators" for all CSC locations. She is on location at the pool at least once per month to review finances and programs as well as meeting regularly with Managers to review budgets, monthly actuals, and performance of office staff. Anne is also directly involved with staff trainings and creating a fun environment for all employees. By education, her profession is teaching and with a predominately young staff, she is able to educate staff on how to give their best through creative learning opportunities. Coupled with

Christopher Brown, the Director of Operations (CSC's coaches coach), and our awesome leadership our staff training is the best in the west.

c. Though we maintain a separate corporate office in San Jose our participation at the pool is consistent with the needs of the community and management.

10. Term of the agreement.

a. California Sports Center is proposing an initial 6 year contract agreement to end August 31, 2019; with one additional 6 year option to extend again through the current term of the City/District agreement ending in 2025. This would allow for consistent operations, yet still allow the City to review the agreement in 6 years and choose to further extend the agreement with good faith negotiations for change or improvements while leading to a possible end of the relationship with the District in 2025. We are open to negotiate the term.

b. We would also encourage the City to amend the City/District agreement to end Sunday, August 31, 2025 so as to provide the citizens of Sunnyvale a complete summer program the final year at the pool without disruption.

11. California Sports Center's approach to scheduling.

Given the complex management of the City/District agreement for district use of hours/lanes for regular school classes and their after-school aquatics sports, we review our regular scheduling at least quarterly, but it never ends. We also:

a. Provide Monthly, weekly, and daily reviews of programs. We work closely with the District to maximize use of all available lanes.

b. Our focus has always been on providing diverse programming while meeting the needs of the city contract for lap swim hours and lanes and that of the districts needs.

c. Our goal will be to increase new program times and improve class options for those more flexible in their daily schedules (the retired and seniors, the stay at home moms, parents interested in parent-tot classes). We have begun offering mid-morning classes and will expand on this more when given the opportunity to do so in the coming years.

12. **Other information to fully describe California Sports Center's proposed services:**

Children make up a great part of CSC's overall business, but at the swim complex less than half of the regular participants are kids. The adult participants are key to this pool's use and success and we recognize that promising to continue to work to improve. We consider the smaller family-owned business approach to all our actions a critical part of our many successes in this community. CSC has over 150 people employed throughout all our programs with 35 regularly at the pool. The majority of our aquatics staff are Sunnyvale residents and over the course of the first 11 years have employed over 100 Sunnyvale residents in jobs – many times their first job. We strive to involve everyone in decisions and yet the owners/directors remain focused – as the heads of the family - on what we believe is right and fair for all concerned. We have attached our mission, vision, values, and top 4 priorities for your review and consideration in **Attachment 8**. These are the values we turn to when we need an answer to a concern or issue for which we need direction.

Finally, CSC would like to be sure there is little if any disruption to the programs and services offered at the pool. Whether the City operates it themselves or another operator is selected, the rebuilding of a new program operator will most certainly cause concern for

regularly participating residents who, as a strong majority have been very happy with our programming and services. Over 95% of customers from a recent customer satisfaction survey, **Attachment 9**, indicated they were Very Satisfied with programs, services, and safety. CSC allows for the operation to continue seamlessly while allowing the City to negotiate any needed provisions for service changes in to the next contract.

C. SWIM BUILDING MAINTENANCE.

1. General cleaning, trash removal, stocking of paper supplies, and general maintenance of the locker rooms, locks, and fasteners, etc., will be maintained by CSC management and staff throughout each day. We would complete the appropriate work orders and communicate to the City staff as needed for any repairs agreed between the two parties as to responsibilities. CSC also maintains a locker room cleaning log visible to the public.
2. Repair and replacement of windows, light bulbs, and fixtures that break or fall under need for repair due to normal wear and tear, shall be overseen by the management. Where appropriate CSC will hire contractors or services to do certain work. Windows shall be replaced by District, City, or CSC's contractor, and paid by CSC.
3. A professional janitorial services company has been hired to service the facility 7 days per week throughout the year. We also schedule quarterly deep cleanings of the flooring in the locker rooms and restrooms.
4. If awarded the opportunity to negotiate a contract, CSC would also like to negotiate an agreed reduction in the facility use fee or agreed substitute facility for each day the pool is required to be closed or is unable to be used due to operational system failure or required maintenance in either pool system operations or building/deck maintenance whether due to District or City causes.

D. FINANCIALS

1. The "Methodology" used in pricing is grounded first in market based survey's and second in what our historical charges have been. We have maintained low rates for lap swimmers through discounts on regular uses via a punch pass, monthly pass, and annual pass. Each providing a lesser 'per swim' price from the drop-in rate. The more regular your use, the better the price per swim. This not only saves the participant money on each swim, it makes it more important to regularly exercise – which ultimately benefits the entire community. Surveys are also conducted annually to request input from customers, and we are always open to new ideas. One example being our competitive diving program which came from recreational divers who wanted the choice of an annual program rather than the seasonal offering from the high school.
2. Anticipated income is solely from the services provided and is generally outlined in our 6 year Business Plan in **Attachment 7**. As a privately held sub-Chapter S California corporation, we have not been required to report specific income for the programs in all 11 years and two previous contracts to date. We would welcome the opportunity to clarify what the City needs and the extent that the information would remain confidential.
3. As outlined in "10.a" above, we propose a 6 year contract and agreement with a 6 year option to extend the agreement to the current life of the City/District agreement, and as noted above, we are open to negotiate the term of the agreement.

4. We propose a facility use fee that begins at $50,000.00 per year and increases at a rate of 2.5% per year each year for six years. **The total paid for the facility use over 6 years would be $319,386.83.** This is specifically outlined in the 6 year Operating Business Plan Summary, see **Attachment 7**. The year would be defined as September 1 – August 31. We would pay the fee as invoiced or agreed. As outlined all defined utilities would be paid as invoiced by the City. The 6 year extension (year 7-12) option would be a mutually agreed adjustment, but no less than the 6th year's annual facility use fee of $56,570.41.

E. EQUIPMENT AND FURNISHINGS

CSC would propose to work with the City to improve the facility in many ways that relate to customer service requests by clients and for improved maintenance. Pending approvals from the City and the District, this should include building a permanent cover for the waiting area and bleachers for parents of students in lessons.

CSC has already invested in the furniture needed for all the areas. Regular maintenance and replacement would occur annually or as needed. Annual budgets include expenditures for up to $7,000 per year for new equipment and supplies to support the facility and programs. CSC has also budgeted for up to $34,900 in initial equipment and facility improvements if awarded the contract. These improvements would include but are not limited to:

- Improved mounted shading over the parent viewing area.
- Signature portable fencing for the parent viewing area.
- Interior painting of the locker rooms, offices, and staff room.
- New matting for the locker rooms (Versa runner locker room matting.)
- New aluminum tip and roll bleachers for the parent viewing area.
- A scan card system for regular program use. This is also part of planned improvement for online/auto payments, registrations, and participant tracking.
- New carpeting in the staff room and offices.

In addition, CSC maintains the following equipment that is utilized by multiple users of the pool, including rental groups and high school programs:

- 2 digital daktronics pace clocks (valued at $1,100 each)
- 2 analog Marik pace clocks (valued at $300 each)
- 2 CJ wood backboards (valued at $350 each)
- Table and bench seating in parent viewing area (valued at $1,100)

F. YEARLY OPERATIONS BUSINESS PLAN SUMMARY

CSC has attached its Yearly Operations Business Plan Summary, **Attachment 7**, for the proposed 6 years of operation, as required per RFP Attachment B**.** This was submitted for each year and in a one page summary of all 6 years. The City's facility use fee is outlined as $50,000 in the first year and an increase of 2.5% each year thereafter to the end of the first 6 years. CSC would maintain all operational income and expenses as outlined including improvements as agreed. Annual operating expenses are over $745,000 to maintain and improve the level of services outlined. As outlined in this document, our annual budgeting process begins in November each year for the fiscal year January-December.

G. START UP STRATEGY

As the current operator of the pool, CSC is not in need of a start up strategy. As the pools first and only operator for the past 11 years, we would simply like to negotiate a modified closure for our outlined improvements and/or agreed capital expenditures during the end of August or early September. We are the only operator that can guarantee continued operations at this pool with limited disruption. All items #1-9 above have been addressed as continuing operations.

H. SIGNATURE

In closing, we look forward to working with the City of Sunnyvale to continue the operations at the Sunnyvale Swim Complex and hope that this proposal meets with the City's approval. If selected for the opportunity to negotiate a new contract, CSC will work closely with the City staff in all aspects of providing the community with outstanding diverse programs.

As per the requirements set forth in this RFP No. 0610-34. I, the undersigned, submit the above as a planned operation for the City of Sunnyvale's use as outlined in the referenced City/District Agreement for the Sunnyvale Swim Complex at Fremont High School.

Signed,

DAVID M. PETERSON
Director / Principal / CEO
California Sports Center

California Sports Center

Corporate office: 838 Malone Rd. San Jose CA 95125
Phone: 408-269-5437; FAX: 408-269-5430
www.calsportscenter.com
Email: dave@calsportscenter.com
Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No. F0610-34

Attachment 1

Letters of Support

Attachment 1 contains letters of support for California Sports Center's operation of the Sunnyvale Swim Complex from:

- SUNN Swimming
- Fairbrae Swim Team
- Calphin Aquatic Club
- Leading/Agape Swimming School
- Sensation Nation

P.O. Box A
Sunnyvale, CA 94087
(408)306-7930
info@sunn.org

January 20, 2013

City Staff
City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94086

Dear City Staff:

The SUNN Swimming Board of Directors would like to recommend the California Sports Center (CSC) as the ongoing operators and managers of the Sunnyvale Swim Complex. SUNN Swimming has been a renter of the pool for the past 10 years since the pool was opened. During that time, CSC has worked closely with SUNN to meet the needs of a community based, competitive, youth, swim team program in Sunnyvale.

Over the past 10 years, we have developed a positive and cooperative relationship with CSC. The CSC organization is professional, hardworking, and flexible in their dealings with multiple pool user groups. CSC has proven to be respectful of our needs as well as other pool users, even when the needs of multiple users may conflict. The most common example of this is during the busy seasons of high school water polo, high school swimming and the summer months when the pool is filled to capacity during parts of the day and all the different groups ideally need more space. CSC works proactively with SUNN and other user groups during these busy seasons to ensure we have a minimum amount of lanes. And, they offer extra lane space, when possible, during less crowded periods. They also proactively work with us when the pool must be closed for high school events giving us as much advance warning as possible. Furthermore, they help us work with the high school and other organizations during the three times per year when we host swim meets at the Sunnyvale Swim Complex. One of our meets occasionally occurs during homecoming weekend, and CSC works closely with us and the school to ensure both events occur successfully and safely.

Safety is another area where we have been pleased with the services of CSC. The facilities are well maintained, clean, and safety procedures are followed. Youth safety is extremely important to us as a youth organization. We have experience potential safety hazards when lightning has occurred, water contamination has occurred, and when there was a locker room conflict between an adult swimmer and a youth swimmer. With all these safety issues, CSC personnel have responded quickly and appropriately for the situation.

Finally, CSC's programs are beneficial to the Sunnyvale community at large. We often get inquiries from families whose swimmers are not yet ready for a swim team. We refer these swimmers to CSC because of their strong lesson program. Likewise, CSC refers swim-lesson participants to SUNN for swimmers interested in year-round, competitive swim programs. Some of our parents participate in the adult lap swim program while their swimmers are practicing with SUNN. And, some of our high school swimmers become CSC lifeguards and lesson instructors during the summer months. CSC's wide variety of programs balances the aquatic needs of multiple ages and interests throughout the community and works synergistically with our youth program.

CSC has provided excellent service for the Fremont pool over the past 10 years. SUNN would like to see CSC continue in this capacity.

Sincerely,

The SUNN Board of Directors:

Margaret Copley
President

Sylvia Feldman
Ways and Means

Doug Farnham
Vice President

Aditya Agarwal
Meet Director

Tervie Leung
Treasurer

Brad Meacham
Head Coach

Kristine Narum
Secretary

Bob Hill
Head Age Group Coach

January 18, 2013

To: City of Sunnyvale Department of Library and Community Services
From: Lesley Wynne, Fairbrae Manta Rays Swim Team President
Subject: Support for CSC's continued management of the Fremont High School pool

To whom it may concern:

This letter is to show the Fairbrae Manta Rays Swim Team's support for the California Sports Center (CSC) to continue to manage the Fremont High School swimming pool. Fairbrae serves as the Meet Director for our summer swim league's annual Championship meet. In this capacity, we have worked closely with Ricky Silva and his staff to plan and host the swim meet for many years. Ricky and his staff are consistently responsive, professional, well-organized, eager to help and accommodating.

The Fairbrae Manta Rays Swim Team and the Silicon Valley Swim League (SVSL) support CSC's bid to continue to operate the Sunnyvale Swim Complex at Fremont High School.

Sincerely,

Lesley B. Wynne
President
Fairbrae Manta Rays Swim Team
696 Sheraton Drive
Sunnyvale, CA 94087

Calphin Aquatic Club
www.Calphin.com
34075 Fremont Blvd, Fremont, CA 94555
510-790-7946, 510-796-7946 (fax)

January 10th, 2013

LETTER OF SUPPORT

Council Members of Sunnyvale
456 W. OLIVE AVE.
SUNNYVALE, CALIFORNIA

RE: Contract Operator of the Sunnyvale Swim Complex at Fremont High School

Dear Council Members:

This correspondence is to support California Sport Center (CSC) to continue to operate the Sunnyvale Swim Complex at Fremont High School.

We've been a rental group of the swim complex, working CSC for the past ten years. We proudly offer our unique award-winning swim trainings and programs on Saturday afternoon to culturally diversified residents in Sunnyvale and its neighborhood.

In the past ten years, CSC has been professionally managing the swim complex to provide a rich set of balanced aquatic activities; meeting both the city's and the school district's needs as the primary priority, operating their aquatic programs, while providing opportunities for a variety of rental groups to offer even richer aquatic services for the communities and bringing out the best value of the swim complex. We firmly believe this is a community-correct operation.

During our years' cooperation, we observe that CSC has been always stressing on safety and complying with the priority uses under their contract, while managing various rental groups fairly. Choosing CSC to continue to operate the Sunnyvale swim complex is definitely the right choice for the city and for the communities.

We look forward to continuing to work with CSC for years to come. Thank you very much for renewing your contract with CSC, so they can continue to be the swim complex operator!

-Joseph He
President, Calphin Aquatic Club
34075 Fremont Blvd,
Fremont, CA 94555
www.Calphin.com

JosephHe

Digitally signed by Joseph He
Date: 2013.01.11 20:59:21 -08'00'

Leading / Agape Swimming School

To whom it may concern

We are LEADING / Agape swimming school and have been using the Sunnyvale swimming pool at Fremont High School since 2007. We are renting the pool on Sunday to serve the Sunnyvale city and nearby residents over 1000 people in these recent years. We were using other swimming pools until we found out the swimming pool operated by CSC at Fremont High School. We are offering the swimming lesson for kids age 4-18 and CSC is offering very good program and timing for our group.

CSC has been a very organized group and help us to handle the contract issues very well. CSC always maintains the pool and facility very organized. We always have very good and smooth communication tunnel with each other. CSC has very well-trained staffs to help us such as life guards to watch over the pool and swimmers and follow the security rules very well.

We hope we can continue to work with CSC since we always help each other and try to help the residents of Sunnyvale and nearby cities. CSC has been operating this Fremont High School pool very well. I hope they can keep operating this facility and pool.

If Sunnyvale City has any concern or question, please contact us, Terrence Liu (CEO) 408-761-7779

Best regards and thanks

Terrence Liu

LEADING Swimming School

To Whom It May Concern,

The Sensation Nation is a company dedicated to improving the lives of children with disabilities, as well as the families who love and raise them. We offer recreational, therapeutic, and sports programs within the various California Sports Center facilities.

The Sensation Nation is excited about the California Sports Centers continued operations at the pool at Fremont High School. For children with special needs, a pool of this size and use is amazing. The children get to be with their peers, which is a benefit to them in and of itself.

The overwhelming majority of our clients is on the autistic spectrum, and with this diagnosis undoubtedly comes limitations in social, leisure, and recreational experiences. We are hopeful that California Sports Center continues to operate the facility so we, in turn, can continue to offer the great benefits swimming has to the special needs children in your community.

Regards,

Daniel Hurley
The Sensation Nation owner
408-921-0541
dan@thesensationnation.com

California Sports Center

Corporate office: 838 Malone Rd. San Jose CA 95125
Phone: 408-269-5437; FAX: 408-269-5430
www.calsportscenter.com
Email: dave@calsportscenter.com
Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No. F0610-34

Attachment 2a

Online Petition

Attachment 2a contains the results of an online petition for support of California Sports Center's operation of the Sunnyvale Swim Complex.

Through iPetition, California Sports center gathered 234 signatures of support.

This petition has collected
234 signatures
using the online tools at iPetitions.com

Printed on 01-23-2013

California Sports Center

About the petition

I SUPPORT CALIFORNIA SPORTS CENTER – A petition for City of Sunnyvale RFP 0610-34.

California Sports Center (CSC) has operated the Sunnyvale Swim Complex at Fremont High school in Sunnyvale since the opening in July of 2002. Since then, CSC has improved and increased programming to offer 171,000 annual participation hours in a variety of aquatics programs. In addition, CSC has worked closely with the Fremont Union High School District as well as outside rental groups such as Sunnyvale Swim Club.

The current agreement between the City of Sunnyvale and California Sports Center will expire on August 31, 2013. The City of Sunnyvale has released a request for proposals for future operations of the pool.

By signing this petition, I have been satisfied with California Sports Center as the contracted operator of the pool and am in support of the City contracting with California Sports Center for future operations.

(This petition will be shared as an additional document with our RFP. A sampling with a summary may be required pending the total number of supporting petitions)

-In signing this letter of support, individuals may be solicited by a pop-up window from ipetitions.com. Individuals are not expected to make any donations.

Signatures

1. Name: Jena Lockwood on Jan 11, 2013
Sunnyvale Resident?: no
Comments: CSC does a great job running the Sunnyvale pool.

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2. Name: Scott Berridge on Jan 14, 2013
Sunnyvale Resident?: No
Comments:

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3. Name: Lisa on Jan 14, 2013
Sunnyvale Resident?: Yes
Comments: My kids took swim lessons there when they were young and I started off as a lap swimmer. I grew to know the staff and was invited by the manager, at the time, to be hired as a part time lifeguard since retiring from my full time carreer as a Corporate Banker. I now teach an adult water fitness program at the pool employed by CSC. As a parent of a program participant and patron of the pool, and now employee of one of their programs, I can say from all perspectives that the pool is ran very well and would like to see it continue,

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4. Name: Debra Loomis on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments: I have used the Fremont High School pool since 2008. I really enjoy it and have been very happy with CSC.

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5. Name: Anonymous on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments: I participate in the the Water Fitness Program.

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6. Name: Jean De Maiffe on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments: I've been in the Water Fitness class for ~ 3 years now. The class enables me to keep despite my disabilities. also the instructor very inspiring and funny.

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7. Name: Linda Cole on Jan 15, 2013
Sunnyvale Resident?: yes
Comments: We have a great water fitness class M-W-F with Lisa.
Our ever growing group has helped us all thru injuries/surgeries & aging- Sunnyvale style !

---

8. Name: Leila M. Kern on Jan 15, 2013
Sunnyvale Resident?: yes
Comments:

---

9. Name: Mike Kern on Jan 15, 2013
Sunnyvale Resident?: yes
Comments:

---

10. Name: Diana Cascone on Jan 15, 2013
Sunnyvale Resident?: yes
Comments: CSC has done a great job! Who's personal agenda is driving the RFP?

---

11. Name: Tish Thinesen on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments:

---

12. Name: Marsha Chan on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments: They've been doing a great job. Keep it up!

---

13. Name: Patricia Schaechter on Jan 15, 2013
Sunnyvale Resident?: yes
Comments:

---

14. Name: Susan Dragich on Jan 15, 2013
Sunnyvale Resident?: yes
Comments:

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15. Name: Gail Irvine on Jan 15, 2013
Sunnyvale Resident?: no
Comments: Great addition to community support

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16. Name: Brian Shew on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments:

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17. Name: Helen Polkes on Jan 15, 2013
Sunnyvale Resident?: Yes
Comments:

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18. Name: Anne Peterson on Jan 15, 2013
Sunnyvale Resident?: no
Comments:

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19. Name: Anonymous on Jan 15, 2013
Sunnyvale Resident?: yes
Comments:

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20. Name: Christine Hewett on Jan 15, 2013
Sunnyvale Resident?: No - Santa Clara
Comments: Thie pool program here is so great. Please, leave something that works so well in place!

---

21. Name: Dana Warren on Jan 15, 2013
Sunnyvale Resident?: yes
Comments:

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22. Name: Chris Hayashi on Jan 15, 2013
Sunnyvale Resident?: No
Comments: I am a Mtn View resident and open lap swim at the Fremont pool is very conveniently located for me.

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23. Name: Anne Castleton on Jan 15, 2013
Sunnyvale Resident?: no
Comments: Great company, very organized, wonderful staff

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24. Name: Anne Castleton on Jan 15, 2013
Sunnyvale Resident?: no
Comments: Great company, very organized, wonderful staff

---

25. Name: Michelle Pitts on Jan 16, 2013
Sunnyvale Resident?: yes
Comments:

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26. Name: Torey on Jan 17, 2013
Sunnyvale Resident?: no
Comments:

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27. Name: Dave Peterson on Jan 17, 2013
Sunnyvale Resident?: No
Comments: We would love the opportunity to continue to provide excellent services to he people of and around Sunnyvale.

28. Name: Anonymous on Jan 17, 2013
Sunnyvale Resident?: No
Comments:

29. Name: Anonymous on Jan 17, 2013
Sunnyvale Resident?: NO
Comments: I've been a customer and an employee at CSC and can tell you that you will NEVER have any other company that is as ethical and as interested in physical fitness for children (and adults) as CSC. A moral, ethical, caring company owned by a family of the same qualities. They've always shown the ultimate concern for safety and regard for the student. I just know that if you change companies, you will be disappointed in your decision and will want CSC to return.

30. Name: Anonymous on Jan 17, 2013
Sunnyvale Resident?: No
Comments:

31. Name: Jiebo Jane Xu on Jan 17, 2013
Sunnyvale Resident?: yes
Comments: Lab Swimming in Fremont high has been an very important part of my life for the past 8 years. This makes me healthier, work more effectively, and appreciated more being part of Sunnyvale. I'm strongly support that pool continuing open to public.

32. Name: Gary Krage on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I live in Morgan Hill but work in Sunnyvale. I like to swim during my lunch hour and the coached masters swimming program has been a great benefit for me over the past 5 years. The CSC staff have always been helpful and polite. I hope it will be possible for them to continue on as the city's preferred pool program management firm.

33. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: The staff at CSC has always been friendly and helpful, I'd love to see them continue operating the pool.

34. Name: Matt Cossoul on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: I've been swimming multiple times/week there over the past 2 years. I have never had any complaint and the staff is very friendly.

35. Name: Byron Wong on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

36. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: I have been a Sunnyvale resident for almost 40 years. CSC has been doing a great job as the contracted operator of the Fremont pool. I use the pool regularly -- several times per week.

37. Name: Bryan Richter on Jan 18, 2013
Sunnyvale Resident?: no
Comments: I've been enjoying the ability to swim at Fremont High School for the last couple of years. CSC seems to be doing a great job of keeping the programs going and having lap swimming available.

38. Name: Sue Reeves on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: I fully support California Sports Center to continue as the contracted operator of the Sunnyvale Swim Complex at Fremont High School.

39. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: No
Comments:

40. Name: Mary Pound on Jan 18, 2013

Sunnyvale Resident?: no, but I am a Sunnyvale teacher
Comments: I have been super happy with all my experiences at the pool! Super friendly service, and the pool and facilities are well kept up.

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41. Name: Bill Wehner on Jan 18, 2013
Sunnyvale Resident?: no
Comments: CSC staff has always been courteous and helpful. They've made pool visits an enjoyable experience.

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42. Name: Davide Bergamasco on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: CSC is an excellent pool operator. The pool is always in pristine condition, the locker rooms are clean, and the staff is always nice and friendly. The range of programs they offer is very good, even though I'd be a bit happier if they offered longer lap swim sessions in the morning.

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43. Name: Pavan Mullapudi on Jan 18, 2013
Sunnyvale Resident?: 1080 Inverness Way, sunnyvale, CA 94087
Comments:

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44. Name: Soumik Ghosh on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I have taken some swim lessons and used to do laps on my own. The CSC staffs are nice and cordial. If I ever get another chance to live in Sunnyvale I would like to practice lap swims here.

---

45. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I swim at the pool 5-10 per month, driving up from San Jose. The staff is helpful, friendly and knowledgeable; the facility is in great shape and well used but not over crowded, and the costs are reasonable. In short it's been very well run and I've been swimming there since it opened.

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46. Name: A. Bronwyn Llewellyn on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: I LOVE the CSC complex, the pool, staff--everyone is great and they do a great job!

---

47. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: No
Comments: Being a longtime Masters Swimmers and having swum in many local pools (there in Fremont High for the past 4 years,twice a day sometimes)
I can tell you that this is by far the best pool and program: staff is always on time, very professional and curteous, they keep facility very clean. If there is an issue they address it immediately.

Again, both myself and my family very much enjoy this pool and its staff, and would love to keep things the same.

Sincerely,

Bob I.

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48. Name: Amit Sawant on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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49. Name: Greg Jacobus on Jan 18, 2013
Sunnyvale Resident?: No
Comments: Well run, well managed program. Staff are helpful and outgoing. -- Greg

---

50. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: This is a very convenient place for swimming lovers. please help to keep it running.Thank you!

---

51. Name: Aishe I on Jan 18, 2013
Sunnyvale Resident?: No
Comments: Great pool, great staff.

Thanks,
Aishe I

---

52. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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53. Name: Deborah Ellis on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I really like the swim program and the facility. It is very professionally run and the employees are very helpful and friendly. They are very good at communicating things like pool closures and schedules. The facility, especially the pool is first class. Everything is kept clean and in good working order. I really appreciate having this facility to swim at. I've swum at many local pools over the past 30 years and this facility is one of my favorites.

---

54. Name: Harry & Marilyn Shaver on Jan 18, 2013
Sunnyvale Resident?: yes, 887 Savory Dr.
Comments: Our experience with California Sports Center at the Sunnyvale Swim Complex has been very positive and I would hate to have you change a good thing.

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55. Name: Jaleh Hamadani on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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56. Name: Mike Engber on Jan 18, 2013
Sunnyvale Resident?: no, santa clara
Comments:

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57. Name: Patrick Lai on Jan 18, 2013
Sunnyvale Resident?: Yes! 991 Belmont Ter CA 94086
Comments:

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58. Name: Brenda Brunner on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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59. Name: Will S on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: Please keep pool services available to Sunnyvale residents.

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60. Name: David Schaechter on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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61. Name: Ron Brunner on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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62. Name: Suzanne Slivkoff on Jan 18, 2013
Sunnyvale Resident?: No
Comments: They do a great job!

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63. Name: Ellen Buzawa on Jan 18, 2013
Sunnyvale Resident?: no
Comments:

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64. Name: Tracy X. Cui on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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65. Name: Park Chamberlain on Jan 18, 2013
Sunnyvale Resident?: NO
Comments:

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66. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: We have been happy with the swim lessons offered by CSC. Online registration would be great to consider in the future.

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67. Name: Martin Donohoe on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I'm very supportive of CSC continuing in their capacity at this pool.

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68. Name: Rosalee Clarke on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: With the exception of the pool temperature's not-infrequently being below 80 degrees, the Fremont High School pool, as it has been run since its opening, is a wonderful resource -- we are fortunate indeed to have it!

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69. Name: Jami Ford on Jan 18, 2013
Sunnyvale Resident?: no
Comments:

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70. Name: Rick Helkowski on Jan 18, 2013
Sunnyvale Resident?: No, but work in Sunnyvale
Comments: I have been very happy with California Sports Center

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71. Name: Jeanette Baker on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: Please keep this excellent center.

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72. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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73. Name: Rishi Bhargava on Jan 18, 2013
Sunnyvale Resident?: No
Comments:

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74. Name: Steve Horeff on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: Our family has used the open lap swimming and the kids water polo classes. CSC has done a great job.

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75. Name: Christina Wilson on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: I have multiple sclerosis and the pool provides me with enormous motivation and health benefits. please keep it open to residents. invaluable

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76. Name: Stefanie on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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77. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: I love having swim club at this facility. It is most useful facility in the city and to many residents as well.

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78. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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79. Name: Anonymous on Jan 18, 2013

Sunnyvale Resident?: Yes
Comments:

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80. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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81. Name: Dinesh Ganapathy Dutt on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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82. Name: Yiou Li on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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83. Name: Mark Koenig on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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84. Name: Sumi Kamiya on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: CSC programs and instructors are great. I have been going to the water fitness for several years. Both my children took lessons and learned to swim there. In the summers we attend the open swim.

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85. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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86. Name: David Kamp on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: Consider that changing contractors can involve hidden costs in the changeover, frustration over new procedures with a new contractor when current contractor is delivering service acceptably, and loss of employment for those who are doing a fine job.

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87. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I love the proximity, the availability, and the price for lap swimming.

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88. Name: Chris Shen on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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89. Name: Bin Ni on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: CDC has done a good job

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90. Name: Tervie Leung on Jan 18, 2013
Sunnyvale Resident?: No
Comments: We belong to SUNN swimming that uses the Fremont High School Pool that CSC manages. We have been very happy with their management.

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91. Name: Aparna on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: Both of my kids go to CSC .I love the atmosphere,staff and everything.I would like to continue their.
Thanks
Aparna

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92. Name: Elizabeth Nevis, Esq. on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

93. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

94. Name: Cory Gaines on Jan 18, 2013
Sunnyvale Resident?: No
Comments:

95. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

96. Name: Aladdin Bakri on Jan 18, 2013
Sunnyvale Resident?: 1950 Nelson Dr. Santa Clara CA 95054
Comments: The Team are superb

97. Name: Shridhar S on Jan 18, 2013
Sunnyvale Resident?: No
Comments:

98. Name: Weilin Ding on Jan 18, 2013
Sunnyvale Resident?: No
Comments:

99. Name: Brian Okamoto on Jan 18, 2013
Sunnyvale Resident?: No
Comments: Swimming has been the best thing for my health. Let's please keep it going and "don't fix something that ain't broke".

100. Name: Luc Vantalon on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: A very professional organisation, providing excellent services to the local community.

101. Name: Lucia Bergamasco on Jan 18, 2013
Sunnyvale Resident?: sunnyvale
Comments: I like how the CSC runs the pool.

102. Name: Rei Lanning on Jan 18, 2013
Sunnyvale Resident?: no
Comments: Great pool. I am happy with Ca Sports Center.

103. Name: Robbie Jones on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

104. Name: Gerald Bielas on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: lap swimmer

105. Name: Victoria Bialas on Jan 18, 2013
Sunnyvale Resident?: No
Comments: I love CSC at Fremont High. They do a fantastic job, and it's a beautiful facility used to its full potential. I grew up swimming competitively and my father and grandfather were internationally ranked athletes and coaches. I know the value of an organization like CSC developing and running such a wide range of swimming programs for children and adults. Please keep them there.

106. Name: Michael Hegarty on Jan 18, 2013
Sunnyvale Resident?: yes

Comments: Great service and organization. Always communicate openly and couteously. I hope it will continue for many more years to come

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107. Name: Ganesh Balachandran on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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108. Name: Nancy Emmerich on Jan 18, 2013
Sunnyvale Resident?: no
Comments: They have done a fine job of running the pool

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109. Name: Rebecca Johnston on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: We have used the facility for more than 8 years and have been very happy with all of our classes and the management. We take swim classes and water polo.

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110. Name: Dave Castro on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: Having the facility available has given has been a tremendous benefit to my health and the staff there has done an incredible job organizing it all.
This facility and staff is a Sunnyvale treasure.

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111. Name: Wendy Lowengrub on Jan 18, 2013
Sunnyvale Resident?: No
Comments: Although I am not a Sunnyvale resident, I have been very impressed with CSC's operations at Fremont High School and it is one of my favorite places to swim. I do open swim, masters swimming and my child has taken swim lessons there. I strongly support CSC in their operations with the Fremont HS pool

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112. Name: Arunkumar Devadoss on Jan 18, 2013
Sunnyvale Resident?: No
Comments: This Pool is awesome. I have been swimming for almost 1.5 years now.

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113. Name: Arunkumar D on Jan 18, 2013
Sunnyvale Resident?: No
Comments: This Pool is awesome. I have been swimming for almost 1.5 years now.

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114. Name: Elaine Minderler on Jan 18, 2013
Sunnyvale Resident?: no
Comments:

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115. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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116. Name: Terry Sturtevant on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: I swim laps at Fremont/CDC and the staff is excellent, polite and helpful. the lifeguards are serious and I feel safe

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117. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

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118. Name: Barry Jones on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments:

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119. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: yes
Comments: Spotlessly clean pool, convenient hours of operation, easy access, efficient and courteous staff ,reasonable prices - what else can I ask for?

120. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: No
Comments:

121. Name: Stephen O'Neill on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: CSC has done an excellant job

122. Name: Mark Baker on Jan 18, 2013
Sunnyvale Resident?: yes
Comments:

123. Name: Anonymous on Jan 18, 2013
Sunnyvale Resident?: no
Comments: CSC has done a great job focusing on the needs and wants of Sunnyvale residents and full support to the City of Sunnyvale. There is one particular group who is showing interest in the pool and I believe there interest has nothing to do with what is best for the City of Sunnyvale nor its residents. SCSC is this group and there only purpose of operating this facility is self-serving.

I believe that CSC has earned there place in continuing there efforts in providing the City of Sunnyvale and the residents of Sunnyvale with quality programs and services.

124. Name: Joann Starke on Jan 18, 2013
Sunnyvale Resident?: Yes
Comments: Good vendor -- keep them.

125. Name: Amy Rubin on Jan 18, 2013
Sunnyvale Resident?: No
Comments: CSC does a great job running the pool. It's my favorite place to swim in the area. Hope they can continue to run the facility.

126. Name: David Buzawa on Jan 18, 2013
Sunnyvale Resident?: No
Comments: The availability of the FHS pool for year-round swimming is a great community asset. The CSC personnel attending the pool during every one of my many swims are attentive, polite, and capable.

127. Name: Anne Vidovich on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

128. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments: They run great swimming programs - our kids have improved their swimming abilities and enjoy the classes!

129. Name: Margit on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

130. Name: Robert Brose on Jan 19, 2013
Sunnyvale Resident?: No
Comments: I have been very pleased with CSC's service for the past 6 years that I have been swimming at the pool at Fremont High School. I have considered them to be friendly and helpful. The lifeguards have been attentive and maintained a safe environment every time that I have used the pool. I can recall no exceptions.

131. Name: Anne Johnson on Jan 19, 2013
Sunnyvale Resident?: No
Comments: It's a great community place!

132. Name: Bakul Mukherjee on Jan 19, 2013

Sunnyvale Resident?: No
Comments:

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133. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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134. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: No
Comments:

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135. Name: Xinyang Qian on Jan 19, 2013
Sunnyvale Resident?: Cupertino resident
Comments:

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136. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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137. Name: Danielle Mina on Jan 19, 2013
Sunnyvale Resident?: No
Comments:

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138. Name: Dilip Jain on Jan 19, 2013
Sunnyvale Resident?: yes
Comments: CSC folks are great! my son swam there for 3 years.

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139. Name: Bin Zhu on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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140. Name: Diana Kunze on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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141. Name: Aditya Agarwal on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments: I am both a resident of Sunnyvale and a Board Member of the Sunnyvale Swimming Club (SUNN) comprising primarily of Sunnyvale residents. I think CSC has done a excellent job managing the Fremont pool and balancing the needs of the community, the high school and the Sunnyvale Swimming Club.

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142. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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143. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments: CaN has done a good job of running the Fremont pool an d making it available to Sunnyvale residents and non profit organizations based in Sunnyvale like SUNN Swimming.

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144. Name: Melissa Lee on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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145. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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146. Name: Anonymous on Jan 19, 2013

Sunnyvale Resident?: yes
Comments:

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147. Name: Jain Yum on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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148. Name: Lisa Atkins on Jan 19, 2013
Sunnyvale Resident?: Yes 52 years!
Comments: CSC has done an outstanding job....Don't change something that runs so smoothly, it would be foolish!

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149. Name: Therese Frey on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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150. Name: Patrick McNamara on Jan 19, 2013
Sunnyvale Resident?: No
Comments:

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151. Name: Linda Bonke on Jan 19, 2013
Sunnyvale Resident?: yes
Comments: please keep CSC they do a great job for the entire community!!!

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152. Name: Kristin Farnham on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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153. Name: Jerry Thornton on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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154. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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155. Name: Avinash Joshi on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments: CSC has done a great job in managing the pool, we want them to continue the great work.

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156. Name: Lee Hong on Jan 19, 2013
Sunnyvale Resident?: no
Comments:

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157. Name: Seema Joshi on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments: I feel safe sending my kids here as I know that CSC staff is there. Great folks and great management.

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158. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: No
Comments:

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159. Name: Vanessa McNamara on Jan 19, 2013
Sunnyvale Resident?: no
Comments:

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160. Name: Andrea Cronin on Jan 19, 2013
Sunnyvale Resident?: no
Comments:

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161. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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162. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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163. Name: Tanya Taneja on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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164. Name: Pankaj Kumar on Jan 19, 2013
Sunnyvale Resident?: yes
Comments: My son goes to CSC

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165. Name: Elizabeth on Jan 19, 2013
Sunnyvale Resident?: yes
Comments: We are a SUNN family and support this petition!

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166. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: No.
Comments: I really like the pool management. Please grant them the bid.

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167. Name: Feldman on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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168. Name: Jack Feldman on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

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169. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments: CSC has done a fantastic job running the swim complex for many years now. Since they have a great history of running the complex well and provide a great service to the local community, we should extend their contract to ensure no interruptions in the use of the facilities.

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170. Name: Carine Lahitette on Jan 19, 2013
Sunnyvale Resident?: No
Comments:

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171. Name: Andrew Read on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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172. Name: Janice Zhou on Jan 19, 2013
Sunnyvale Resident?: yes
Comments: I have been satisfied with California Sports
Center as the contracted operator of the pool and am in support of the City
contracting with California Sports Center for future operations.

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173. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

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174. Name: Sandi Spires on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

175. Name: Lesley Wynne on Jan 19, 2013
Sunnyvale Resident?: no
Comments: SUNN Swimming Parent. CSC does a very effective job supporting SUNN's practice requirements and home swim meets.

176. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: yes. Ashbourne Drive.
Comments:

177. Name: Daesuk Jung on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

178. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

179. Name: Lora Iliev on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

180. Name: Stewart Williams on Jan 19, 2013
Sunnyvale Resident?: No
Comments: I swim regularly on the masters team. I love the pool itself and the great staff!

181. Name: Cassandra Messner on Jan 19, 2013
Sunnyvale Resident?: yes
Comments: CSC has done a great job managing the pool at FHS. Let's keep it that way!

182. Name: Eric Messner on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

183. Name: Jill Sherman on Jan 19, 2013
Sunnyvale Resident?: yes
Comments:

184. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: No
Comments: The CSC has done a wonderful job running this pool over the last 10 years. I highly support them in keeping this responsibility, and do NOT support the SCSC organization taking ownership of the pool.

185. Name: Anonymous on Jan 19, 2013
Sunnyvale Resident?: Yes
Comments:

186. Name: Inie Park on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

187. Name: Emiliana Martin on Jan 20, 2013
Sunnyvale Resident?: Yes
Comments: They have done a fantastic job and I support their continue operation.

188. Name: Anonymous on Jan 20, 2013
Sunnyvale Resident?: Yes.
Comments: CSC has done a wonderful job of managing the Sunnyvale Swim Complex. CSC can't be replaced. Hands off please!

189. Name: Anonymous on Jan 20, 2013
Sunnyvale Resident?: Yes.
Comments: Leave CSC alone. Let them continue their good job as they've been doing for the past 10 years.

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190. Name: Claire Wynne on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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191. Name: Anonymous on Jan 20, 2013
Sunnyvale Resident?: Yes
Comments:

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192. Name: Anonymous on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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193. Name: Anonymous on Jan 20, 2013
Sunnyvale Resident?: no
Comments:

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194. Name: Phil Le on Jan 20, 2013
Sunnyvale Resident?: Santa Clara
Comments:

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195. Name: Peter Obregozo on Jan 20, 2013
Sunnyvale Resident?: no
Comments:

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196. Name: Amra Hozic on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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197. Name: Mehmed Hozic on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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198. Name: Jasminka Hozic on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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199. Name: Anonymous on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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200. Name: Soo on Jan 20, 2013
Sunnyvale Resident?: yes
Comments:

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201. Name: Martin Murphy on Jan 20, 2013
Sunnyvale Resident?: yes
Comments: we have enjoyed the other aspects for families associated with the operations of the Fremont us pool

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202. Name: Martin Murphy on Jan 20, 2013
Sunnyvale Resident?: yes
Comments: we have enjoyed the other aspects for families associated with the operations of the Fremont us pool

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203. Name: Joan T Dyer on Jan 20, 2013
Sunnyvale Resident?: no
Comments: I have been swimming for 65 or more years and this is the best run, cleanest facility I have known as well as having best

programs for all.

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204. Name: James Kelly on Jan 20, 2013
Sunnyvale Resident?: no
Comments: CSC has done an excellent job in running prograrams for the community

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205. Name: Caitlyn Koo on Jan 21, 2013
Sunnyvale Resident?: yep
Comments:

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206. Name: Will Edgecumbe on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments:

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207. Name: Nathan on Jan 21, 2013
Sunnyvale Resident?: no
Comments:

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208. Name: Anonymous on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments: CSC has done a geat job running the pool at Fremont. Please let them continue their excellent work over the coming years. Do not change what is working for Sunnyvale families

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209. Name: Harold L Brown on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments: CSC has done a great job managing the competing demands of this popular facility.

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210. Name: Jay Koo on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments:

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211. Name: Hannah Smith on Jan 21, 2013
Sunnyvale Resident?: No
Comments:

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212. Name: Shelby Frey on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments:

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213. Name: Viola Chan on Jan 21, 2013
Sunnyvale Resident?: yes
Comments: we are very happy with CSC

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214. Name: Keeley Marks Obregozo on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments: They truly do a great job and are WAY better than most other swim organizations in the area. Please renew their contract.

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215. Name: Jill Noyes on Jan 21, 2013
Sunnyvale Resident?: yes
Comments:

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216. Name: Kevin Draper on Jan 21, 2013
Sunnyvale Resident?: No
Comments:

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217. Name: Anonymous on Jan 21, 2013
Sunnyvale Resident?: No
Comments:

218. Name: Rui Ma on Jan 21, 2013
Sunnyvale Resident?: No
Comments:

219. Name: Anonymous on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments: I'm happy on CSC running the Fremont High Pool and don't expect any change.

220. Name: Anonymous on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments:

221. Name: EUNSIL LEE on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments:

222. Name: Tina Zhang on Jan 21, 2013
Sunnyvale Resident?: No
Comments:

223. Name: Anonymous on Jan 21, 2013
Sunnyvale Resident?: Yes
Comments: CSC has done a great job managing swim lessons, SUNN swim team needs, and many other programs at the Fremont High School pool.

224. Name: Anonymous on Jan 22, 2013
Sunnyvale Resident?: yes
Comments:

225. Name: Steven Chao on Jan 22, 2013
Sunnyvale Resident?: No
Comments:

226. Name: Man Wang on Jan 22, 2013
Sunnyvale Resident?: No but my daughter swims there
Comments:

227. Name: Anonymous on Jan 22, 2013
Sunnyvale Resident?: yes
Comments:

228. Name: Dhanaji on Jan 22, 2013
Sunnyvale Resident?: Yes
Comments: Please let CSC run the pool

229. Name: Anonymous on Jan 22, 2013
Sunnyvale Resident?: yes
Comments: Always liked to go for lap swimming there. Linda keeps all swimmers updated via email on events in and around the pool, so that you can plan your workouts well.

230. Name: Doug Farnham on Jan 22, 2013
Sunnyvale Resident?: Yes
Comments: As Sunnyvale Swim Club's Meet Director for 4 years, I had the pleasure of working with CSC when our club hosted meets. CSC was (and continues to be) very helpful and supportive in all our club's activities. I support CSC's continued management of the Sunnyvale Swim Complex.

231. Name: Susan Edwards on Jan 23, 2013
Sunnyvale Resident?: Yes

Comments: Jen Brown is currently giving my son, James swim lessons. He has taken lessons at a number of places before this. Jen has been able to teach him more in the last month than other teachers have taught him over several months.

---

232. Name: Judith E. Darling on Jan 23, 2013
Sunnyvale Resident?: yes
Comments: I can't imagine why you would consider changing this contract. Keep California Sports Center!!!!

---

233. Name: Christina Yee on Jan 23, 2013
Sunnyvale Resident?: Yes
Comments:

---

234. Name: Sandy Johan on Jan 23, 2013
Sunnyvale Resident?: Yes
Comments: Been morning lap swimming here for several years. CSC staff are great; friendly, helpful, informative. Periodically they offer special free swim improvement clinics. Couldn't ask for more.

One improvement for the pool would be better pool temperature regulation. However, I believe this issue is the responsibility of the school district and not CSC. Sometimes the pool temperature for the 6am swim it is on the very cold side. (Reporting an "average" pool temperature doesn't suffice. Reporting the 6am actual temperature would be very enlightening as well as showing the median for different time of day.)

California Sports Center

Corporate office: 838 Malone Rd. San Jose CA 95125
Phone: 408-269-5437; FAX: 408-269-5430
www.calsportscenter.com
Email: dave@calsportscenter.com
Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No. F0610-34

Attachment 2b

Onsite Petition

Attachment 2b contains the results of an onsite petition for support of California Sports Center's operation of the Sunnyvale Swim Complex.

Through a petition posted onsite at the Sunnyvale Swim Complex, California Sports Center gathered 69 signatures of support.

I SUPPORT CALIFORNIA SPORTS CENTER – A petition for City of Sunnyvale RFP 0610-34.

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Name	***Signature***	***Resident (Y/N)***	***Address***
WAN-TEH CHANG	Wan-teh Chang	Y	958 MESA OAK CT. SUNNYVALE, CA 94086
Lisa Lloyd	Lisa Lloyd	Y	254 Hazelton Ave. Sunnyvale, CA 94085
GORDON SHATTUCK	[illegible]	Y	254 HAZELTON AVE SUNNYVALE CA 94085.
Kathy Lunde	Kathy Lunde	Y	720 Russett Terrace Sunnyvale 94087
Lisa Rak	[illegible]	N	1197 Richardson Ave Los Altos CA 94024
TOM PRATT	[illegible]	N	16330 CYPRESS WY. LOS GATOS 95030
Paul Collins	[illegible]	Y	PO Box 2221 Sunnyvale 94087
Izzy Lewis	[illegible]	N	5588 Sweigert Rd San Jose CA 95132

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Name	***Signature***	***Resident (Y/N)***	***Address***
Elizabeth Kemp		Y	1294 Albion Ct., SV 94087
Isma Khan		Y	430 liquidamber way, S40 86
K. NARUM		N	SAN JOSE, CA
Kishore Kanuri		Y	510 Rose Bay Ter, Sunnyvale 94089
Matthew A. Sadat		Y	1577 Coronach Ave, Sunnyvale, CA 94087
G Schulte		Y	435 Paseo Verde Dr
Carol Snell	Carol Snell	N	1723 Elmarie Ave, Los Altos CA 94024
Valerie Millan	V. Millan	Y	1489 Chelmsford Ct. SV. 94087

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Name	***Signature***	***Resident (Y/N)***	***Address***
Karen West	Karen West	~~324~~ Y	324 Stowell Ave
Cindy Alang	[illegible]	Y	1372 Warner Ave Sunnyvale
Anita Fanna Bisiotto	[illegible]	Y	
Gary Auten	[illegible]	Y	420 Muckingford Ln Sval
Doug Sheatte	[illegible]	yes	934F La Mesa Terrace, Sunnyvale, CA
Jean de Maffe	Jean de Maffe	Y	616 Templeton Ct, Sunnyvale, CA 94087
Eugene Lu	Eugene Lu	N	15042 El Camino Senda, Saratoga, CA 95070
Roy Ilse	[illegible]	N	1115 Beaumont Dr SJ 95129

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Name	***Signature***	***Resident (Y/N)***	***Address***
Sheryl Sun		Y	1258 Cranberry Ave Sunnyvale 94087
Johnny Murphy		N	123 S. 11TH Street, San Jose 95112
Ganesh Bhat		Y	1180 LOCHINVAR AVE. SUNNYVALE 94087
STEFANIA DALZIO		Y	347 SARA AVE SUNNYVALE 94086
Max Lucas		Y	347 Sara Ave. Sunnyvale 94086
Noel Lucas		Y	347 SARA AVE SUNNYVALE 94086
Isabella Lucas		Y	347 SARA Ave. Sunnyvale 94086
Steven Canalez		Y	632 E. Olive Ave. Sunnyvale 94086

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Name	***Signature***	***Resident (Y/N)***	***Address***
Jennifer Brown		N	689 Moreno Lane, Santa Clara, CA 95051
Linda Lovett		Y	682 Erie Dr. Sunnyvale CA 94087
Amanda Heinrichs		N	5650 Herma St, San Jose 95123
Jada Thioman		N	
Michael Fleming		N	1118 Laurie Ave, San Jose, CA 95125
Alex Chuyanov		Y	892 Rosemary Terrace Sunnyvale CA

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Name	***Signature***	***Resident (Y/N)***	***Address***
Natalie Stukelinski	[illegible]	Y	876 W. Knickerbocker Dr Sunnyvale CA 94087
Rebecca Kirk	[illegible]	Y	Sunnyvale
Madhu Murthy	Madhu	N	SJC
Lisa Fischer-Colbrie	Lisa Fischer-Colbrie	N	21211 Rainbow Dr, Cupertino
Mira Dabrowska	Mira Dabrowska	Y	1143 Maraschino Dr. SV
Rachelle Fox	Rachelle Fox	Y	598 Ironwood Terr #3 SV 94086
Roger Allen	Roger Allen	yes	963 Azalea Dr. SV, ca 94086
Lynette Wong	[illegible]	Y	244 W California Ave #715 SV 94086

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Name	***Signature***	***Resident (Y/N)***	***Address***
G Clinton	[illegible]	y	1240 Kline Ct
Eve Castle	Eve Castle	Y	21701 Oakmill Ct Cupertino 95014
Luretta Tuttle	Luretta Tuttle	N	19681 Merritt Dr. Cupertino, 95014
[illegible]			
Anthony Beech	[illegible]	Y	1234 Green Circle Los Altos CA 94024
Susan Okada	Susan K. Okada	Y	1660 Waxwing Ave. Sunnyvale 94087
D. PATERSON	D Paterson	Y	9916a Ponderosa Ave, Sunnyvale 94086
Robin S. Jensen	[illegible]	Y	125 N Mary Sunnyvale #408

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Name	***Signature***	***Resident (Y/N)***	***Address***
Meera Nandakumar		Y	1343 Lillian Ave, Sunnyvale, CA 94087
Danhui Nai		Y	1610 Kamsack Dr., Sunnyvale, CA 94087
[illegible]		Y	
M Buddenbaum		Y	963 Blair Ave Sunnyvale 94087
Peter Anning		Y	623 Torrington Dr. Sunnyvale 94087
Deborah Ellis		N	12824 Saratoga Glen Ct, Saratoga 95070
Raj Singh		Y	1036 West El Camino Real Sunnyvale CA 94087
E Brookstone		Y	887 W Knickerbocker Sunnyvale 94087

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Name	***Signature***	***Resident (Y/N)***	***Address***
Donna Smith	[illegible]	yes	944 Sara Ct Sv. 94086
Judith Macias	Judith Macias	yes	1174 Corespi Dr Sunnyvale 94086
Joanie Sparks	Joanie Sparks	yes	999-93 Evelyn Terrace West Sunnyvale, Calif. 94086
Jan Miller	Janet M Miller	no	1320 Koch Ln San Jose CA 95125
Kosta Sarris	[illegible]	Yes	1647 W Belleville W, Sunnyvale CA 94087
Rajsree Anuganan	M DeSree	yes	745 S. Bernardo Ave Sunnyvale - 94087
Jens Weitzel	J. Weitzel	yes	911 Anaconda Way, Sunnyvale CA 94087
Lisa Rice	Lisa Rice	No	416 Vista Verde Way Portola Valley CA 94028

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California Sports Center

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Phone: 408-269-5437; FAX: 408-269-5430
www.calsportscenter.com
Email: dave@calsportscenter.com
Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No. F0610-34

Attachment 3

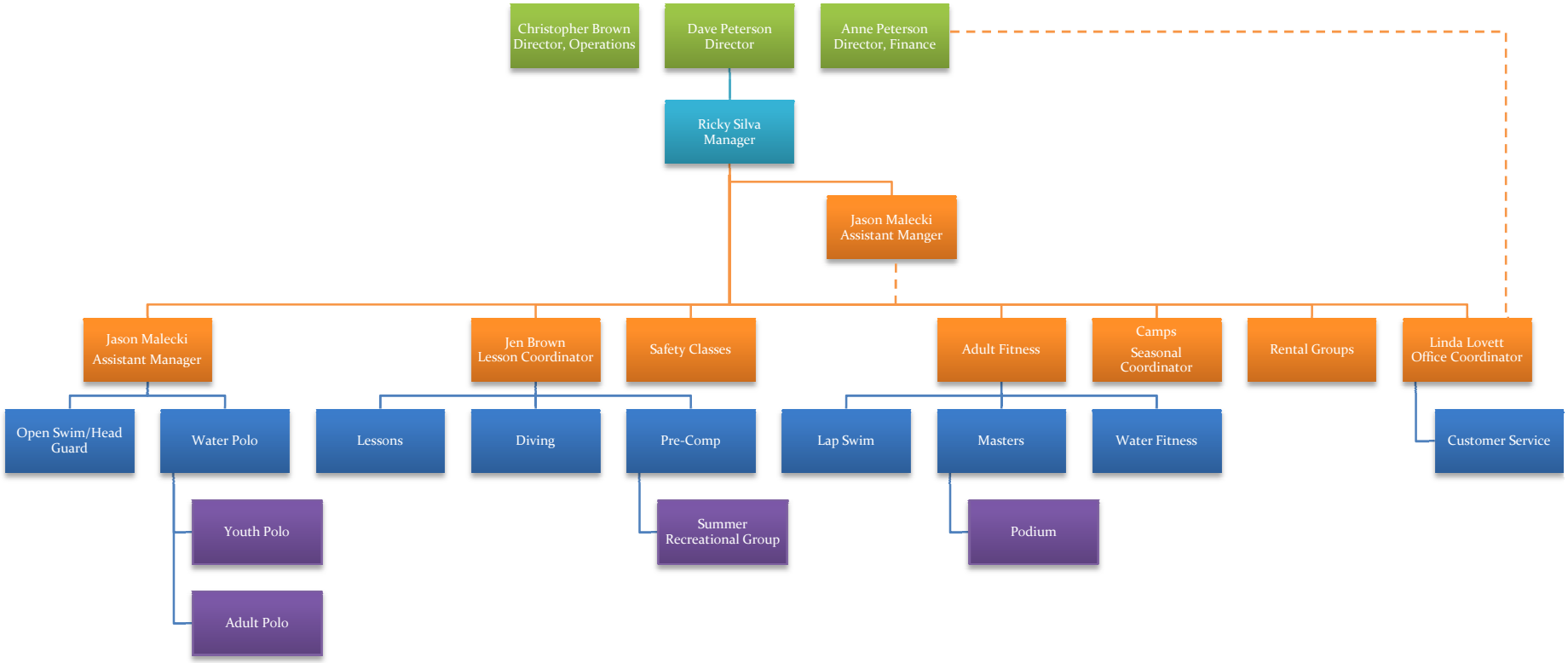
Organizational Chart, Training Requirements, and Resumes

Attachment 3 contains documents related to aquatics staff of California Sports center:

- An organizational chart of the CSC aquatics staff at the Sunnyvale Swim Complex
- A document outlining the training requirements for all CSC aquatics staff members
- The resumes of:
    - Dave Peterson, Director and Founder of CSC
    - Ricky Silva, Manager – Sunnyvale Swim Complex
    - Jason Malecki, Assistant Manager – Sunnyvale Swim Complex

California Sports Center

Sunnyvale Swim Complex



CSC Aquatics Staff Training

Aquatics Staff requirements

Lifeguards- Lifeguard Training, CPR for the Professional Rescuer, AED, First Aid

Coaches/Instructors- Lifeguard Training or Safety Training for Swim Coaches, CPR for the Professional Rescuer, AED, First Aid

Office Staff-CPR, AED, First Aid

New Employee Training

CSC New Hire Orientation-all CSC employees

Aquatics Site Orientation and New Employee Training-all CSC aquatics employees

New Instructor Training-all CSC instructors (classroom, observations, shadow lead instructors in water)

90 day performance review-all CSC employees

"AKA" Training-all instructors and coaches (safety/teaching/customer service)

Weekly

CSC Manager Meetings-Site Managers and Directors

Bi-Weekly

Core Staff Meeting -Manager, Assistant Manager, Coordinators

Bi-Monthly

All aquatics staff meetings-all aquatics staff

Quarterly

Swim instructor trainings and review

Lifeguard skill reviews and training

Semi-Annual

Leadership Training-Managers and other lead staff

CSC Aquatics Staff Training

Annual

CSC All Staff Training- 1 day training for CSC staff from all sites

CSC Aquatics In-Service- 2 day training for all CSC aquatics Staff

Annual performance review-all CSC staff

Ongoing-CSC University

CSCU University clinics-offered throughout the year both at CSC sites and at CSC corporate

CSCU library-online and at the CSC Race street facility.

Training Outside of CSC

Managers and lead staff attend training throughout the year outside of CSC, including conferences and clinics.

832 Malone Rd.
San Jose CA 95125

408-269-2777
408-269-5430
dave@calsportscenter.com

Dave Peterson

Objective

Introduce all children in Santa Clara County to youth sports and assist the community to improve itself through support to public benefit corporations that directly impact children – especially as it relates to improved health. Develop ownership in properties to guarantee long term program participation in various communities. Engage adults to understand and act on the need to improve physical education in public schools and further enhance opportunities for fitness and wellness in organized learning by youth to be healthier adults.

Experience

1987 - present California Sports Center San Jose CA

Owner/Director

- Founded 1987, Incorporated 1991. Private youth sports training.
- 8 locations – San Jose, Santa Clara, Sunnyvale; Morgan Hill
- 150+ employees
- Gross sales over $5M in 2012
- Programs instructing over 3900 children weekly in gymnastics, dance, and swimming. Various programs offered for adults too.

Community Service

Member, Rotary Club of San Jose

- Member since March, 1992
- Chairman, Enterprise Leadership Conference, 2002
- Member of the Board of Directors for a three year term, 2003-2006.
- Interact Club Advisor – Santa Teresa High School

Citizen's Bond Oversight Committee

- Currently Secretary, joined the committee in, 2010
- Oversee bond measures for Oak Grove School District (K-8)

Professional Involvement

Professional Member, USA Gymnastics

Member, Northern CA Boys Gymnastic Association

Member, Northern CA Womens Gymnastics Association

Instructor Specialist, San Jose State Univ., 1997-2001

Education

1979-83 San Jose State University San Jose, CA

- B.S. Physical Education, 1983

Interests

Time with my family, teaching gymnastics, golf, tending my roses, travel.

Family

My beautiful bride Anne-Marie, three outstanding children – David Jr. (15), Mary (14), Zachary (12). (Note: ages as of January, 2013.)

Ricky D. Silva

4138 Abel Road
Palo Alto, CA 94306
(650) 393-9634
rickypasc@yahoo.com

Summary of Qualifications

- **Aquatics experience:** Developing aquatics programs for all levels of swimmers. Developing and overseeing a comprehensive budget. Coordinating swim lesson programs and pre-competitive programs. Coaching all levels of swimmers from learn to swim to national level. Pool maintenance experience. Hiring, training and supervising lifeguards, assistant coaches, swim instructors and office staff. Contract negotiation and on-site management of parent run organizations, USA Swimming groups and events, multi-sport clubs and organizations and other related groups and events.

- **Aquatics courses**: Lifeguard Training**,** CPR for the Professional Rescuer, AED, First Aid, Safety Training for Swim Coaches, Certified Pool Operator, American Swim Coaches Association Levels I, II and III as well as Master's Coaches School and 8 and under coaching school. Attended numerous aquatics conferences including ASCA World Conferences and Pacific Swimming Coaches conferences. Speaker at the 2008 ASCA world conference in Las Vegas.

Accomplishments within Pacific and USA Swimming

- Previously a member of the Board of Directors for Pacific Swimming (Age Group chair and Zone 1 N Chair)
- Pacific Swimming Age Group coach of the year in 2012.
- Zone 1 North Volunteer of the year in 2011.
- Attended a select coaches summit at the Olympic Training Center in 2012.
- Head Coach of the Pacific Swimming 2004 Western Zone All Star Team (Redding)
- Head Coach of the Pacific Swimming Diversity camp in 2012.
- Head Coach of the Pacific Swimming 11-12 select camp in 2006, 2002 and 2001
- Coach for the USA swimming Western Zone select camp (University of Utah 2006)

Professional Experience

May 2002-present — **California Sports Center**
Aquatics Manager/Head Masters Coach
Develop and oversee a comprehensive aquatics program at a joint use facility (Fremont High School and the City of Sunnyvale.) Since its inception in 2002, the program has grown to over 170,000 annual participation hours, including programs such as lap and open swim, swim lessons, masters swimming, water polo, lap swim, recreational swim, pre-competitive program, triathlon programs and rental groups (several swim schools and USA swim team.) Manage a staff of over 34 part time employees and 2 full time employees, including coaches, instructors, guards and office staff. Directly oversee the CSC Masters swim program.

2001-present — **Palo Alto Stanford Aquatics, Palo Alto California**
Head Age Group Coach-Rinconada site
Coordinate and develop two groups of swimmers ages 12-14. Oversee the age group program, which includes over 280 swimmers ages 14 and under and three assistant coaches. Since joining the Palo Alto Swim Club in 2001 (now Palo Alto Stanford Aquatics) the team has grown to over 1,200 swimmers. One of several coaches who founded PASA, a USA gold medal club which is currently the ranked 6th in the country and 1st in Pacific by USA swimming.

- Developed swimmers at our site (since 2001) who have achieved Junior National, Senior National and Olympic Trials time standards. Swimmers have gone on to become NCAA swimmers, NCAA team and individual champions, USA Junior National team, USA National team and USA world champs.
- Developed additional groups at the PASC site which have increased the site numbers from 180 to over 280.
- Swimmers have achieved over 100 Top 16 times in the country

1995-2001 **SOLO Swim Club, Menlo Park, CA**
Head Age Group Coach –1995-2001
Head Coach – 1999-2000
Hired in 1995 as the 8-and-under coach. Promoted to the Head Age Group coach position in 1996 and to the Head Coach position in 1999. Built the team in 1999-2000 to over 180 swimmers (less than 65 swimmers in 1999.) Created and maintained a partnership with the City of Menlo Park to operate the Menlo Park summer recreational team and to offer a year round swim team to Menlo Park residents. Created a swim league consisting of three local swim programs in the area.

1994-1997, 2000-2001 **City of Menlo Park**
Head Coach/Aquatics Coordinator-2001
Seasonal employee-guard/instructor/coach (1994-2000)
Managed the aquatics programs at two facilities. Created and managed the aquatics budget and a staff of over 36 part-time employees and one full-time employee. The program included a lesson program, lap swim and recreational swim program, school lesson program, a spring and summer recreational program, special events and rental groups (a USA swim team.) Coordinated extensive staff training for coaches, instructors, customer service representatives and coaches

02/1999-06/2000	**ImproveNet, Inc.**	**(Project Manager)**
09/1995-06/1997	**American Red Cross**	**(Community Resource Coordinator)**
09/1994-06/1995	**Gemini Aquatics**	**(Pre-Senior Coach)**
09/1992-06/1994	**Anaheim Aquatics Association**	**(Head Age Group Coach-Canyons Site)**

Education

1995 **California State University, Fullerton, CA**
B.A. in Communications-emphasis in Public Relations

References

Jose Bonpua — Head Coach-Los Altos Mountain View Aquatics
(408) 732-3432

Tony Batis — Head Coach-Palo Alto Stanford Aquatics
(650) 888-2322

Billy Doughty — Head Coach-Davis Aquadarts Head Coach
(251) 648-3977

Jason Malecki
6066 Terrier Ct.
San Jose, CA
(408) 705-6255

Objective

To provide and maintain a safe and healthy swim atmosphere amongst patrons and staff, through quality leadership.

Summary of Achievements

- Oversaw the Open Swim program at the Sunnyvale Pool with no rescues during the Summer of 2012.
- Took over management at the Fair Swim Center in 2011, and reduced staff costs while increasing revenue.
- Health and Safety award winner for 2012
- Took over as Assistant Manager in the Fall of 2012 and helped increase revenue in all programs.
- Certified Aquatics Facility Operator since 2010
- Multiple Lifeguard of the Week award winner from 2001-2009
- Continue to oversee maintenance, water polo, open swim, and all lifeguard functions for the Sunnyvale Pool.

Certifications

- CPR/AED through the Red Cross of America since 2001
- Lifeguard training/First Aid through the Red Cross of America since 2003
- Aquatics Facility Operator through the National Recreation and Park Association since 2010

Experience

California Sports Center, Sunnyvale, CA
Assistant Manager, 2012 – Present
Manage the 15 afternoon staff members. Directly oversee the Youth Water Polo and Adult Water Polo programs, as well as pool maintenance, the Open Swim program, and all Lifeguard functions.

California Sports Center, San Jose, CA
Manager, 2011
Took over leadership at the Fair Swim Center mid-summer. Directly oversaw all programs at the pool, as well as chemical and pool maintenance at the Fair Swim Center and Ryland Pool.

California Sports Center, San Jose, CA
Head Lifeguard, 2010
Oversaw and helped to schedule all Lifeguard shifts for the Fair Swim Center, as well as provide quality swim lessons.

City of San Jose Citywide Aquatics, Department of Recreation, San Jose, CA
Lifeguard/Swim Instructor, 2001 – 2009
Provided excellence in lifeguarding and swim instruction for multiple sites over an eight-year period.

References

Jeremy Schoffner
City of San Jose Recreation Supervisor
(408) 535-3570

Danielle Spangenberg
RN Pediatrics
(408) 313-1078

Jamie Buckingham
Decathalon Club Aquatics Director
(408) 732-2582

Education

Santa Teresa High School, San Jose, CA
2001-2005

California SportsCenter CSC

Corporate office: 838 Malone Rd. San Jose CA 95125
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January 25, 2013

Proposal No. F0610-34

Attachment 4

Proposed Pool Use Schedules

Attachment 4 contains detailed information on how CSC plans to maximize pool usage by lane and by hour for each day of the week during the 4 seasons:

- Mid August through November
- December through January
- February through mid June
- Mid June through mid August

Proposed Mid August to November Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:30-6:00																							
6:00-6:30																							
6:30-7:00													Lap Swim										
7:00-7:30													6:00-8:00										
7:30-8:00																							
8:00-8:30																CSC Masters							
8:30-9:00																8:00-9:00							
9:00-9:30				FHS																		CSC	
9:30-10:00				RESTRICTED DISTRICT USE																		Lessons	
10:00-10:30				6:00-3:00											CSC Water Fitness							9:15-11:15	
10:30-11:00															10:15-11:15								
11:00-11:30																							
11:30-12:00																							
12:00-12:30													CSC Masters					Lap Swim					
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1:30-2:00																							
2:30-3:00																							
3:00-3:30					FHS																		
3:30-4:00					RESTRICTED DISTRICT USE																		
4:00-4:30					3:00-6:00												SUNN				CSC Lessons		
4:30-5:00																	3:45-6:00				Precomp		
5:00-5:30																					2:30-7:00		
5:30-6:00																							
6:00-6:30																							
6:30-7:00		CSC Youth Polo							SUNN						Lap Swim								
7:00-7:30		6:30-8:00							6:00-8:00						6:00-8:00								
7:30-8:00																							
8:00-8:30					CSC Adult Water Polo																		
8:30-9:00					8:00-9:30																		
9:00-9:30																							

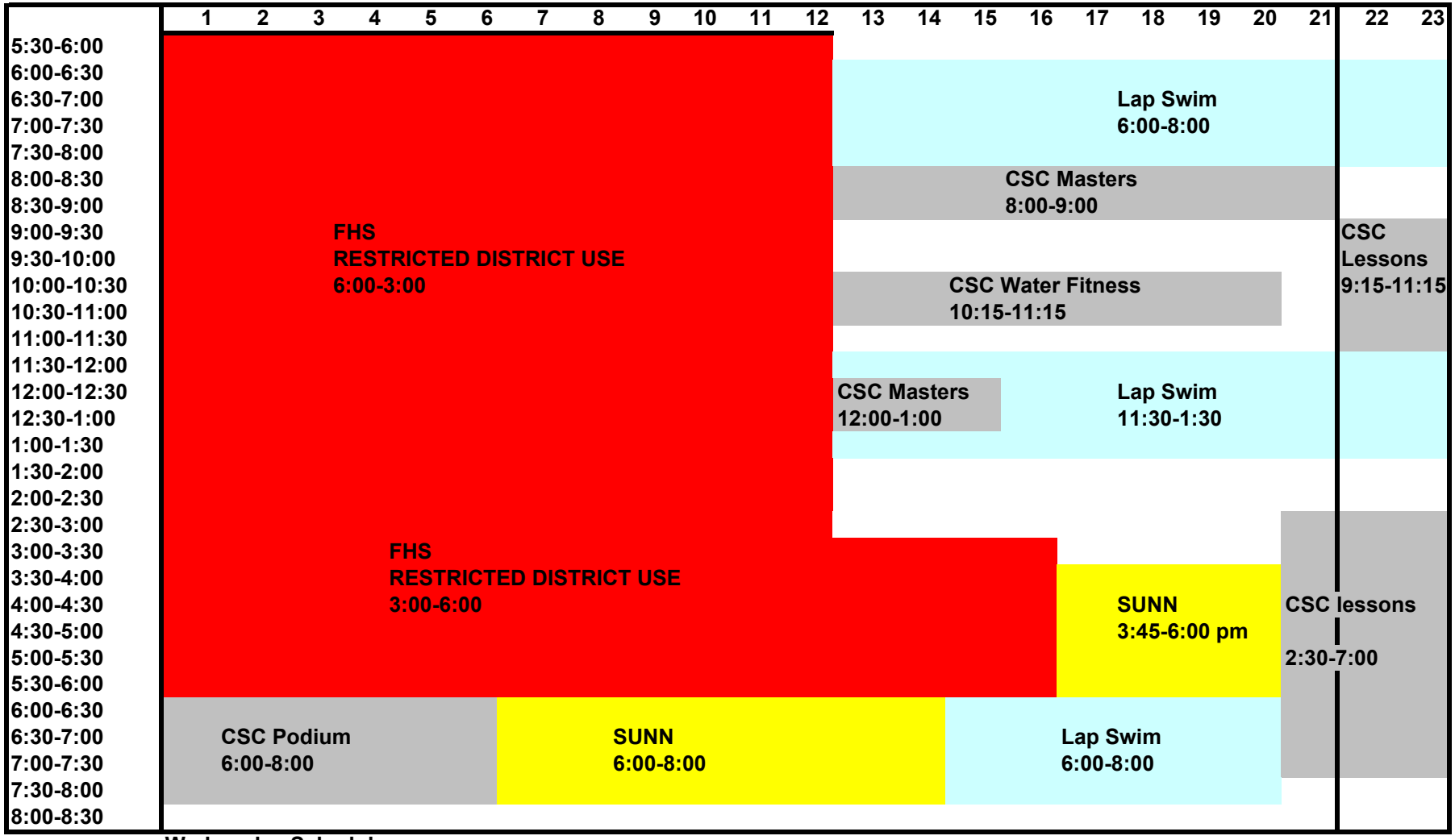
Monday Schedule

Proposed Mid August to November Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:00-5:30													SUNN				CSC Masters						
5:30-6:00													5:00-6:00				5:00-6:00						
6:00-6:30																							
6:30-7:00																		Lap Swim					
7:00-7:30																		6:00-8:00					
7:30-8:00																							
8:00-8:30																							
8:30-9:00			FHS																				
9:00-9:30			RESTRICTED DISTRICT USE																			CSC	
9:30-10:00			6:00-3:00																			Lessons	
10:00-10:30														CSC Water Fitness								9:15-11:15	
10:30-11:00														10:15-11:15									
11:00-11:30																							
11:30-12:00																							
12:00-12:30													CSC Masters					Lap Swim					
12:30-1:00													12:00-1:00					11:30-1:30					
1:00-1:30																							
1:30-2:00																							
2:00-2:30																							
2:30-3:00					FHS																		
3:00-3:30					RESTRICTED DISTRICT USE																		
3:30-4:00					3:00-6:00																		
4:00-4:30																		SUNN			CSC lessons		
4:30-5:00																		3:45-6:00					
5:00-5:30																					2:30-7:00		
5:30-6:00																							
6:00-6:30		CSC Diving																					
6:30-7:00		6:00-7:30					SUNN								Lap Swim								
7:00-7:30							6:00-8:00								6:00-8:00								
7:30-8:00																							
8:00-8:30																							

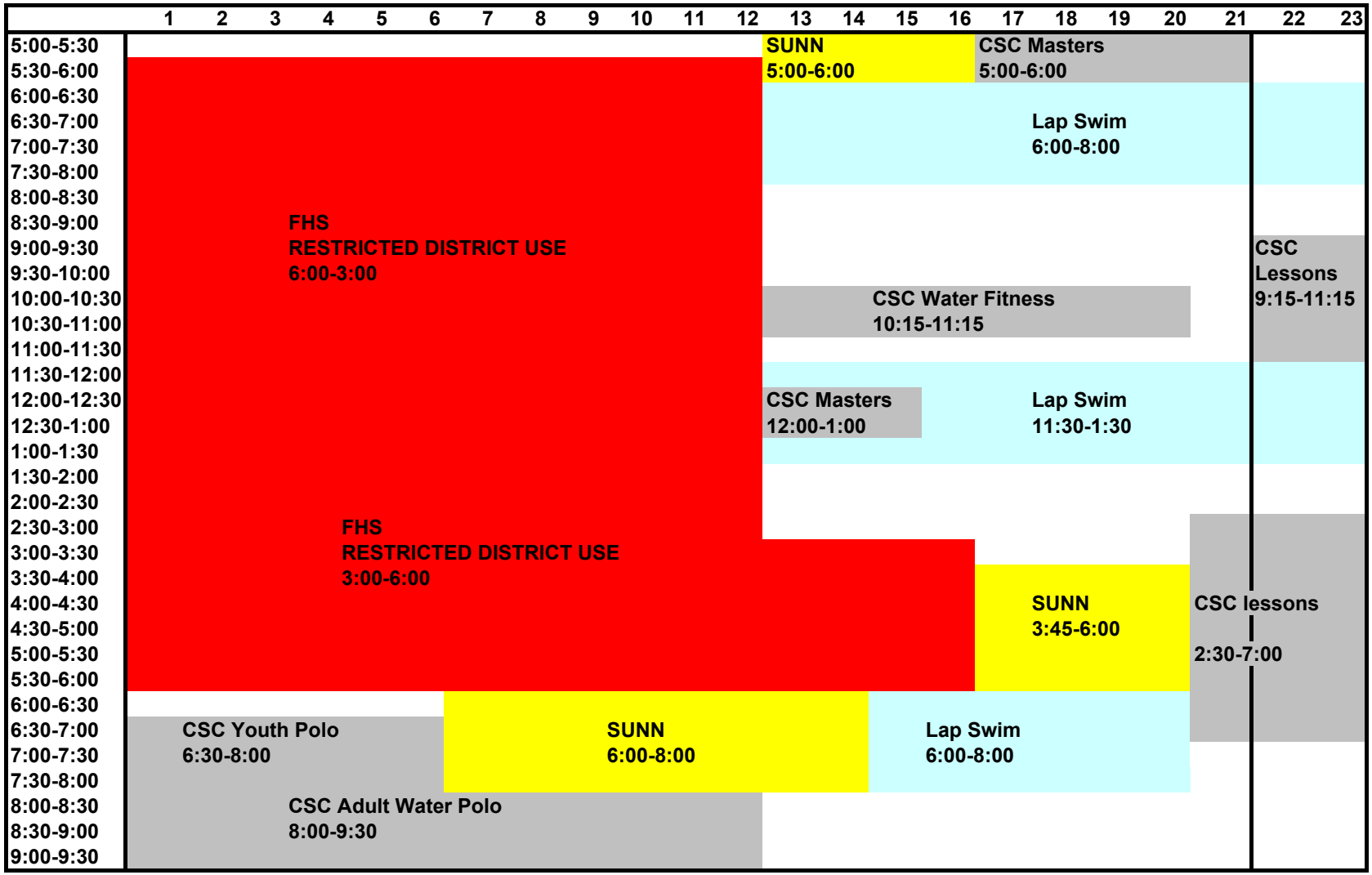
Tuesday Schedule

Proposed Mid August to November Schedule



Wednesday Schedule

Proposed Mid August to November Schedule



Thursday Schedule

Proposed Mid August to November Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:30-6:00	FHS RESTRICTED DISTRICT USE 6:00-3:00																						
6:00-6:30													Lap Swim 6:00-8:00										
6:30-7:00																							
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10:00-10:30													CSC Water Fitness 10:15-11:15										
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6:30-7:00							SUNN 6:00-8:00									Lap Swim 6:00-8:00							
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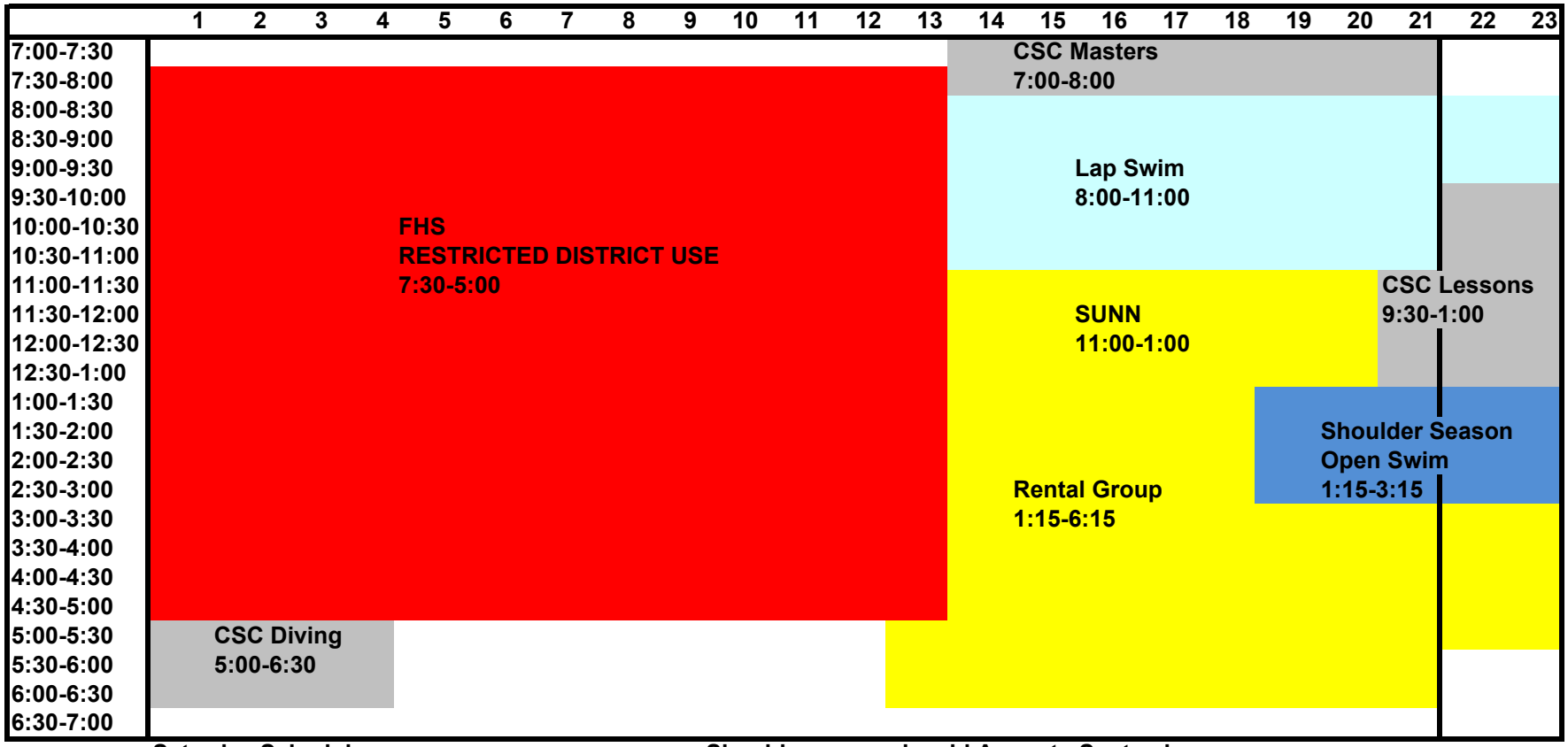
8:00-8:30																							

Friday Schedule

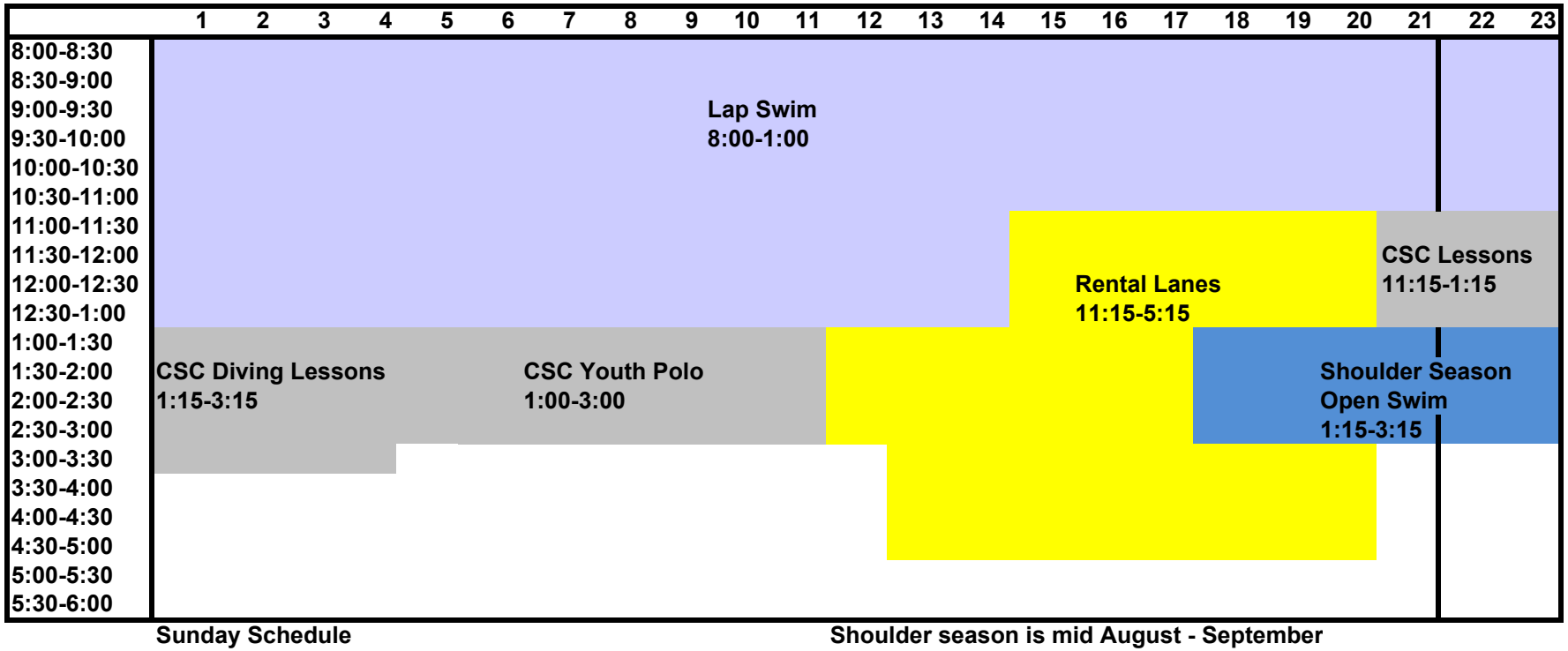
Proposed Mid August to November Schedule



Saturday Schedule

Shoulder season is mid August - September

Proposed Mid August to November Schedule



Proposed December to January Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
6:00-6:30																							
6:30-7:00													Lap Swim										
7:00-7:30													6:00-8:00										
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9:00-9:30																						CSC	
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10:00-10:30									CSC Water Fitness													9:15-11:15	
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12:00-12:30		CSC Masters																Lap Swim					
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4:30-5:00			CSC High School Polo														3:45-6:00				Precomp		
5:00-5:30			4:00-6:00																		2:30-7:00		
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6:30-7:00		CSC Youth Polo								SUNN					Lap Swim								
7:00-7:30		6:30-8:00								6:00-8:00					6:00-8:00								
7:30-8:00																							
8:00-8:30				CSC Adult Water Polo																			
8:30-9:00				8:00-9:30																			
9:00-9:30																							

Monday Schedule

Proposed December to January Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:00-5:30		5:00-6:00											CSC Masters										
5:30-6:00		SUNN											5:00-6:00										
6:00-6:30														Lap Swim									
6:30-7:00		CSC Intro to Masters												6:00-8:00									
7:00-7:30		7:15-8:15																					
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8:30-9:00																						CSC	
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4:30-5:00			4:00-6:00								3:45-6:00												
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6:30-7:00			SUNN								Lap Swim												
7:00-7:30			6:00-8:00								6:00-8:00												
7:30-8:00																							
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Tuesday Schedule

Proposed December to January Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
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5:00-5:30												3:45-6:00									2:30-7:30		
5:30-6:00																							
6:00-6:30																							
6:30-7:00		CSC Podium						SUNN								Lap Swim							
7:00-7:30		6:00-8:00						6:00-8:00								6:00-8:00							
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Wednesday Schedule

Proposed December to January Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:00-5:30		5:00-6:00											CSC Masters										
5:30-6:00		SUNN											5:30-6:30										
6:00-6:30																							
6:30-7:00														Lap Swim									
7:00-7:30		CSC Intro to Masters												6:00-8:00									
7:30-8:00		7:15-8:15																					
8:00-8:30																							
8:30-9:00																							
9:00-9:30																						CSC	
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12:00-12:30			CSC Masters								Lap Swim												
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3:30-4:00																							
4:00-4:30			CSC High School Polo								SUNN										CSC lessons		
4:30-5:00			4:00-6:00								3:45-6:00												
5:00-5:30																					2:30-7:00		
5:30-6:00																							
6:00-6:30																							
6:30-7:00			SUNN								Lap Swim												
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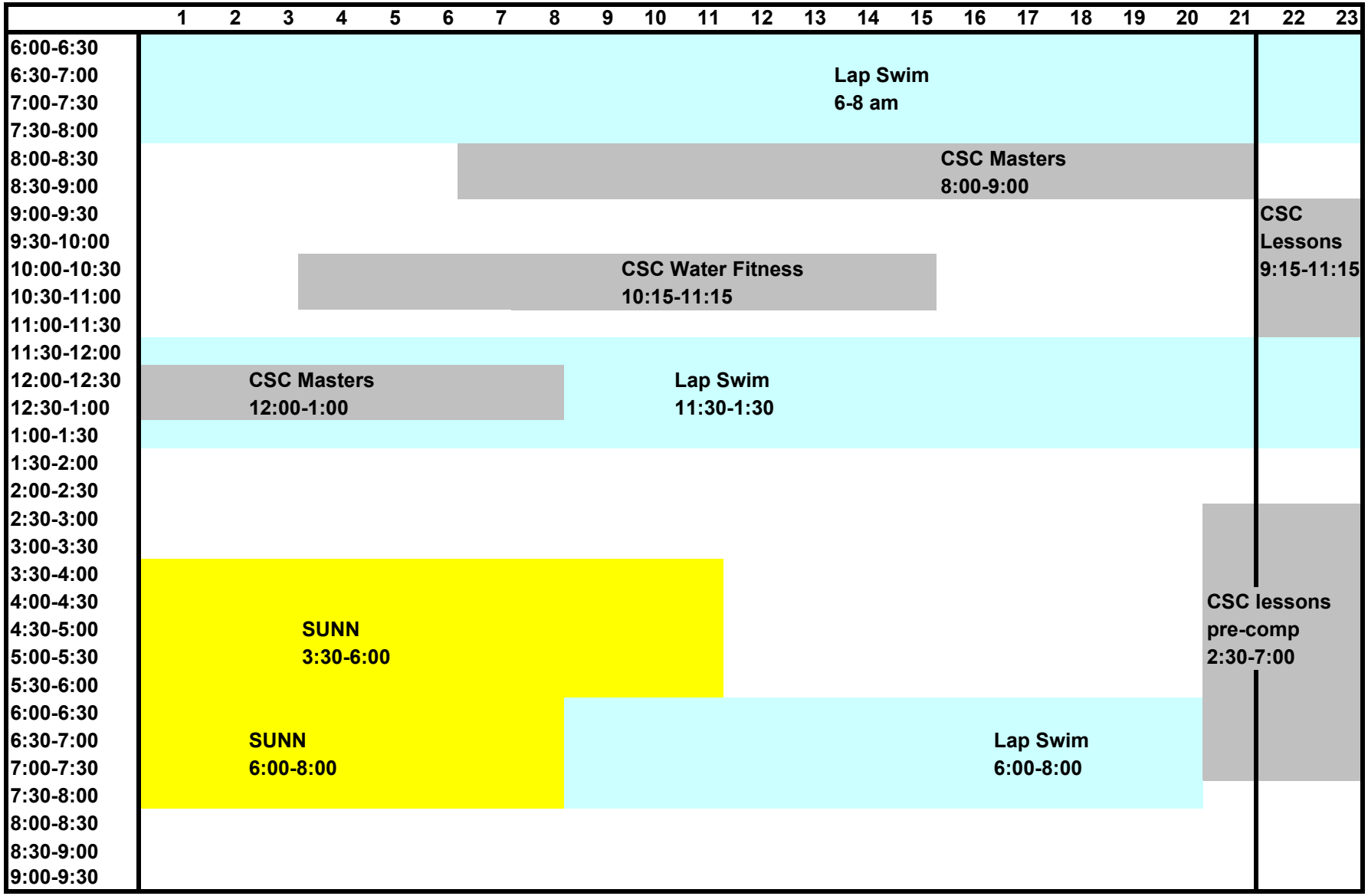
7:30-8:00																							
8:00-8:30				CSC Adult Water Polo																			
8:30-9:00				8:00-9:30																			
9:00-9:30																							

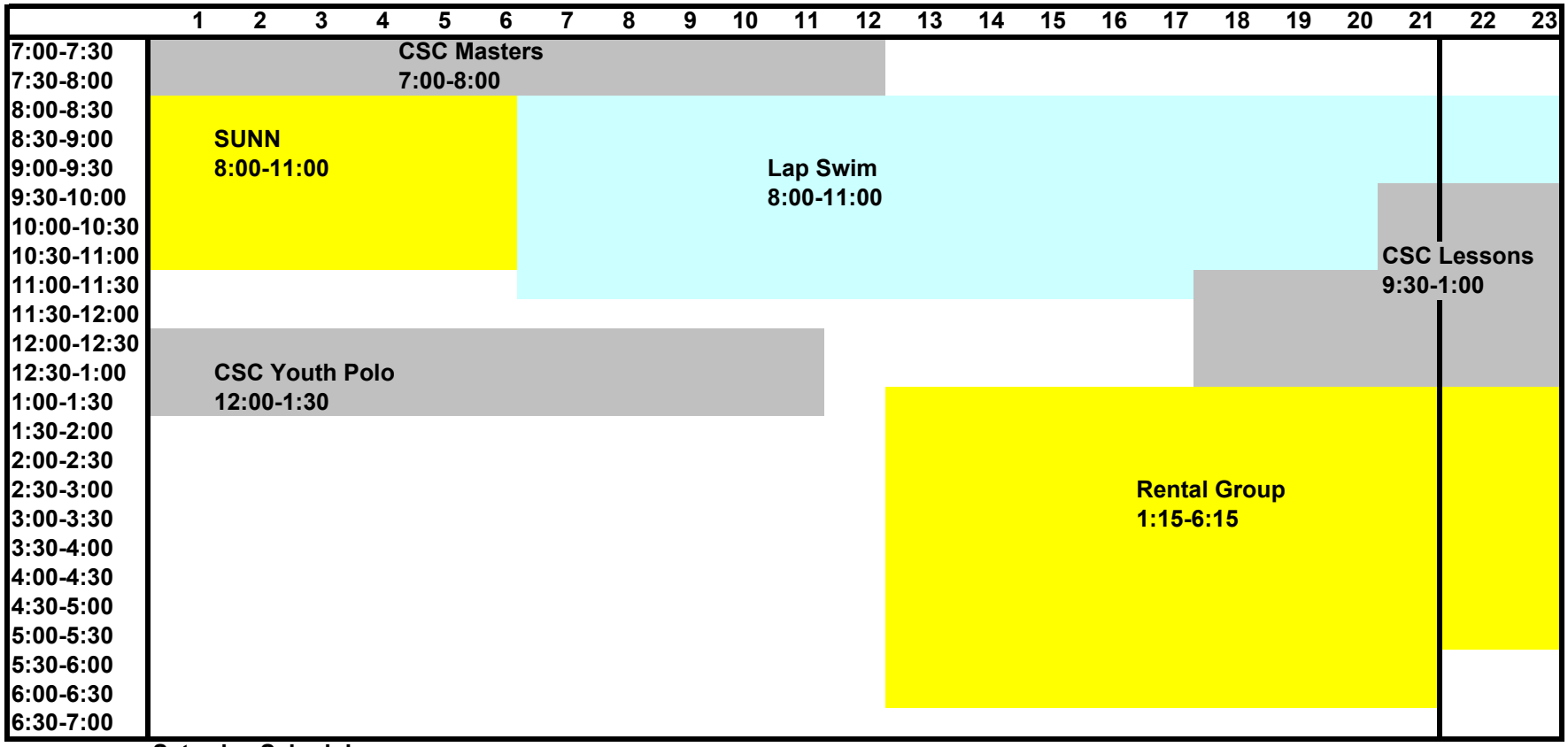
Thursday Schedule

Proposed December to January Schedule



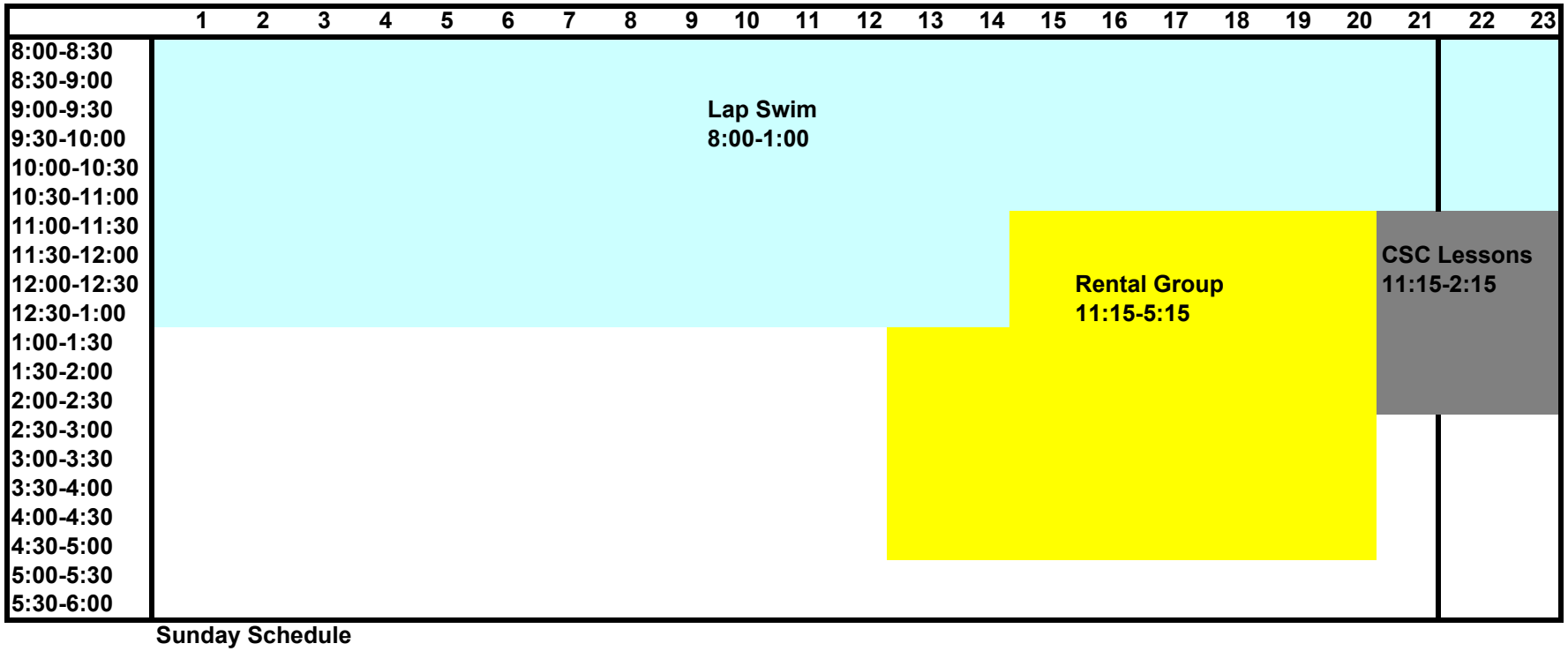
Friday Schedule

Proposed December to January Schedule



Saturday Schedule

Proposed December to January Schedule



Sunday Schedule

Proposed February to Mid June Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:30-6:00																							
6:00-6:30																							
6:30-7:00													Lap Swim										
7:00-7:30													6:00-8:00										
7:30-8:00																							
8:00-8:30																CSC Masters							
8:30-9:00																8:00-9:00							
9:00-9:30				FHS																		CSC	
9:30-10:00				RESTRICTED District Use																		Lessons	
10:00-10:30				5:30-3:00											CSC Water Fitness							9:15-11:15	
10:30-11:00															10:15-11:15								
11:00-11:30																							
11:30-12:00																							
12:00-12:30													CSC Masters					Lap Swim					
12:30-1:00													12:00-1:00					11:30-1:30					
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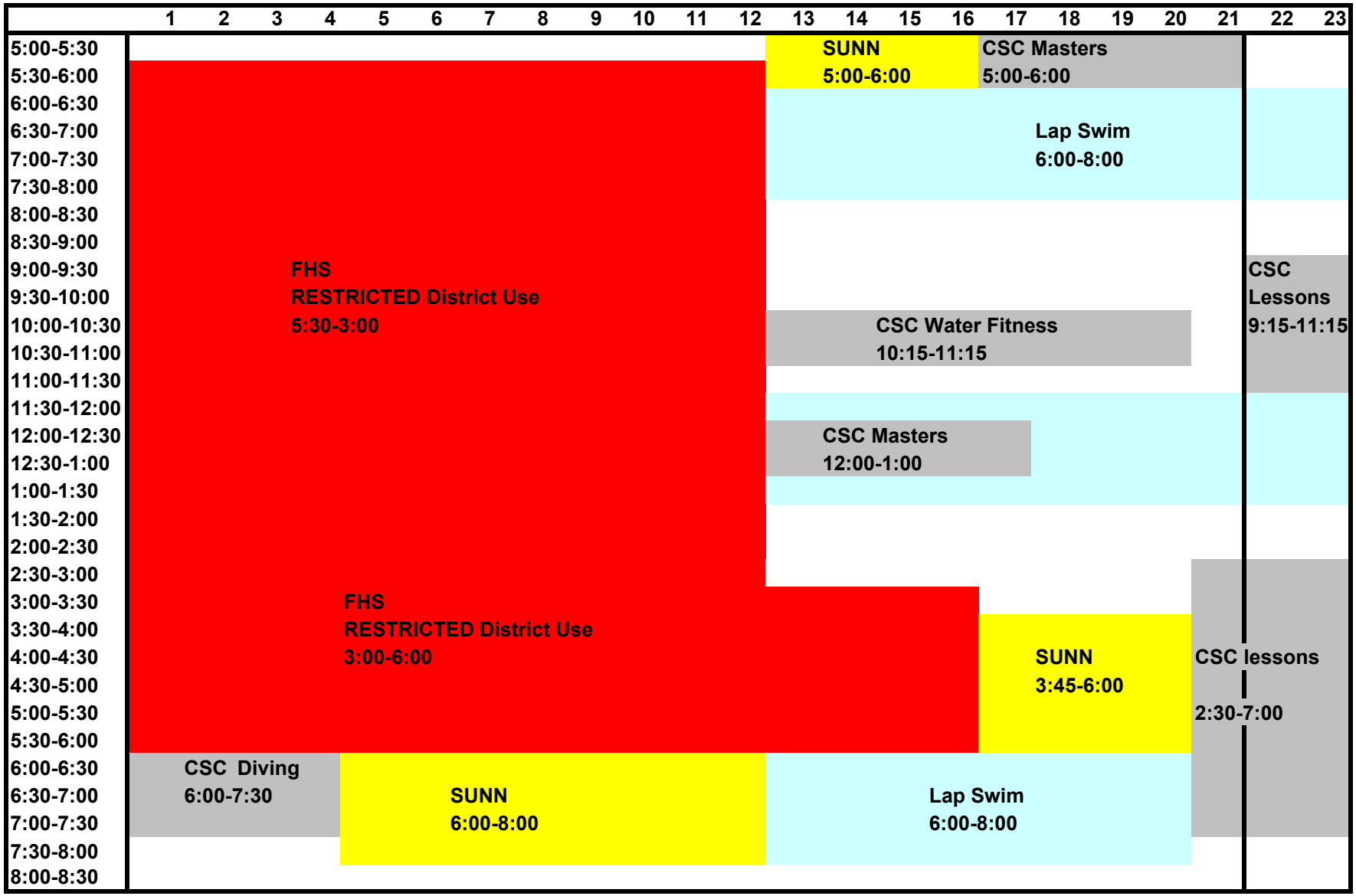
2:00-2:30																							
2:30-3:00																							
3:00-3:30					FHS																		
3:30-4:00					RESTRICTED District Use																		
4:00-4:30					3:00-6:00												SUNN				CSC Lessons		
4:30-5:00																	3:45-6:00				Precomp		
5:00-5:30																					2:30-7:00		
5:30-6:00																							
6:00-6:30																							
6:30-7:00		CSC Youth Polo							SUNN						Lap Swim								
7:00-7:30		6:30-8:00							6:00-8:00						6:00-8:00								
7:30-8:00																							
8:00-8:30					CSC Adult Water Polo																		
8:30-9:00					8:00-9:30																		
9:00-9:30																							

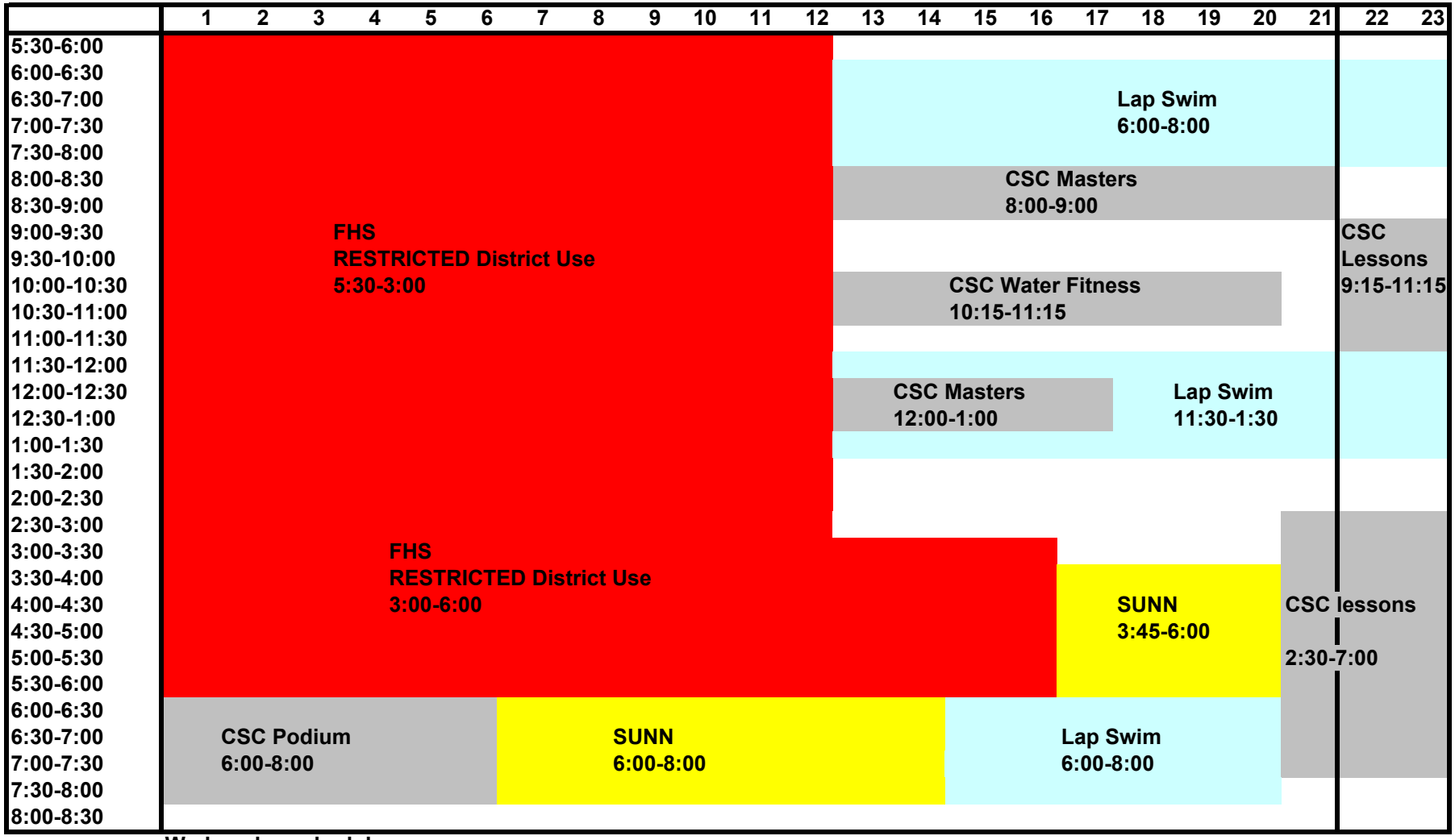
Monday Schedule

Proposed February to Mid June Schedule



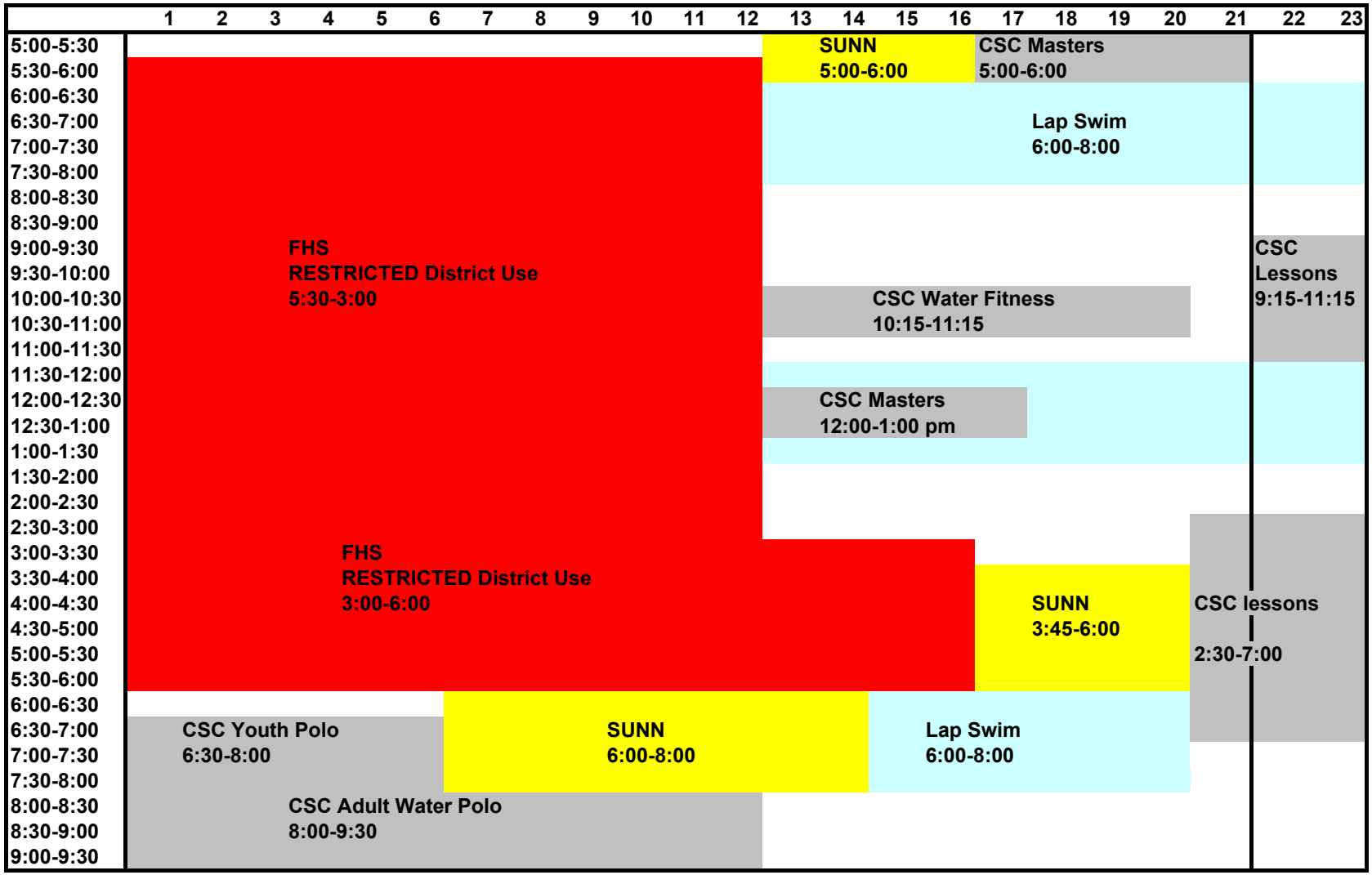
Tuesday Schedule

Proposed February to Mid June Schedule



Wednesday schedule

Proposed February to Mid June Schedule



Thursday Schedule

Proposed February to Mid June Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:30-6:00																							
6:00-6:30																							
6:30-7:00																		Lap Swim					
7:00-7:30																		6:00-8:00					
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9:00-9:30																						CSC	
9:30-10:00																						Lessons	
10:00-10:30															CSC Water Fitness							9:15-11:15	
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11:00-11:30																							
11:30-12:00																							
12:00-12:30														CSC Masters					Lap Swim				
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7:00-7:30																							
7:30-8:00																							
8:00-8:30																							

Friday schedule

FHS
RESTRICTED District Use
5:30-3:00

FHS
RESTRICTED District Use
3:00-6:00

CSC Diving
6:00-7:30

SUNN
6:00-8:00

Lap Swim
6:00-8:00

Proposed February to Mid June Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
7:00-7:30					CSC Masters																		
7:30-8:00					7:00-8:00																		
8:00-8:30																							
8:30-9:00		SUNN																					
9:00-9:30		8:00-11:00									Lap Swim												
9:30-10:00											8:00-11:00												
10:00-10:30																							
10:30-11:00																					CSC Lessons		
11:00-11:30		CSC Water Fitness																			9:30-1:00		
11:30-12:00		11:00-12:00																					
12:00-12:30																							
12:30-1:00		CSC Youth Polo																					
1:00-1:30		12:00-1:30																					
1:30-2:00																				Shoulder Season			
2:00-2:30		CSC Diving													Rental Group					Open Swim			
2:30-3:00		1:30-4:00													1:15-6:15					1:15-3:15			
3:00-3:30																							
3:30-4:00																							
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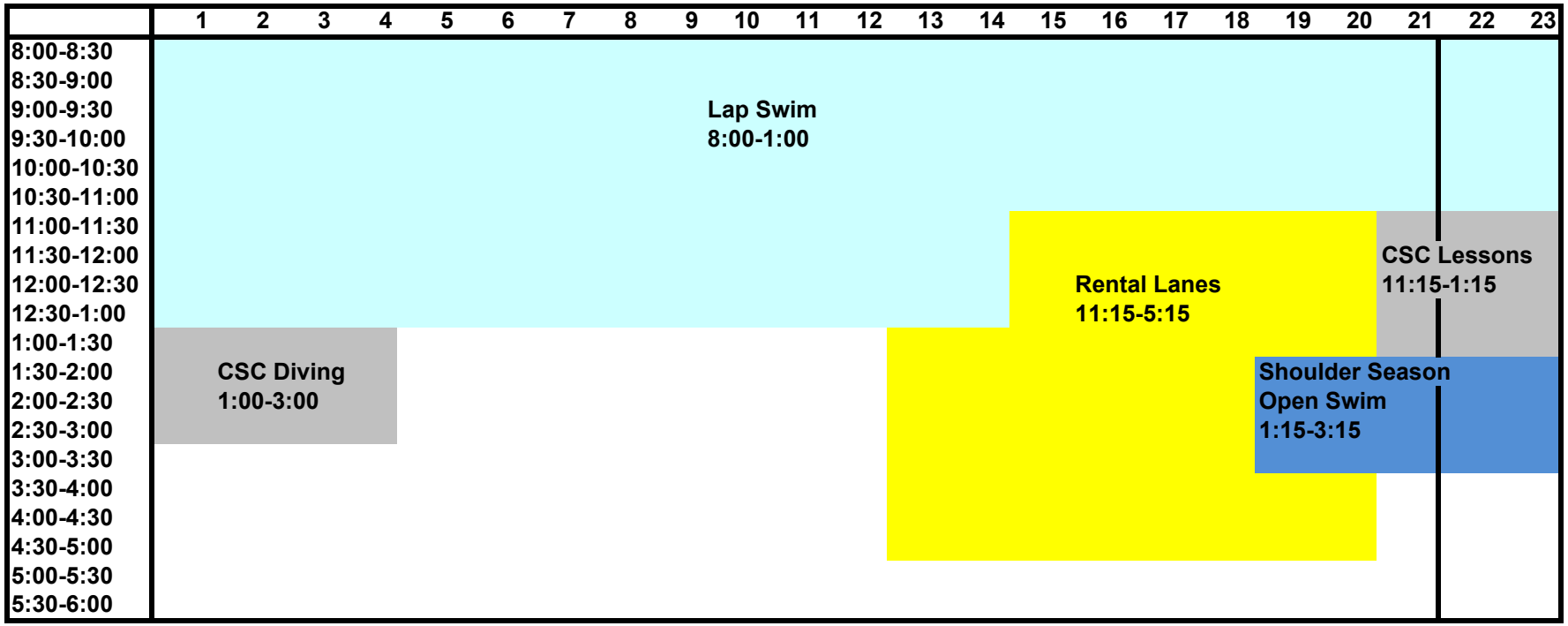
4:30-5:00																							
5:00-5:30																							
5:30-6:00																							
6:00-6:30																							
6:30-7:00																							

Saturday Schedule

Shoulder season is May 1 - mid June.

Proposed February to Mid June Schedule



Sunday Schedule **Shoulder season is May 1 - mid June.**

Proposed Mid June to Mid August Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:00-5:30																							
5:30-6:00																							
6:00-6:30																							
6:30-7:00														Lap Swim									
7:00-7:30			SUNN											5:30-8:00									
7:30-8:00			5:45-9:00																				
8:00-8:30																CSC Masters							
8:30-9:00																8:00-9:00							
9:00-9:30	Convert pool from long course to short course																					CSC	
9:30-10:00																						Lessons	
10:00-10:30			CSC Water Fitness					CSC Rec Swim Group							CSC Summer Camp							9:30-12:30	
10:30-11:00			10:15-11:15					9:15-11:15							9:30-11:00								
11:00-11:30																							
11:30-12:00																							
12:00-12:30				CSC Masters							Lap Swim												
12:30-1:00				12:00-1:00							11:30-1:30												
1:00-1:30																							
1:30-2:00																							
2:00-2:30								Open Swim															
2:30-3:00								1:30-3:30															
3:00-3:30																							
3:30-4:00																							
4:00-4:30		CSC Diving										SUNN									CSC Lessons		
4:30-5:00		3:30-6:00										3:45-6:00									Precomp		
5:00-5:30																					3:45-7:30		
5:30-6:00																							
6:00-6:30																							
6:30-7:00		CSC Youth Polo								SUNN						Lap Swim							
7:00-7:30		6:30-8:00								6:00-8:00						6:00-8:00							
7:30-8:00																							
8:00-8:30				CSC Adult Water Polo																			
8:30-9:00				8:00-9:30																			
9:00-9:30																							

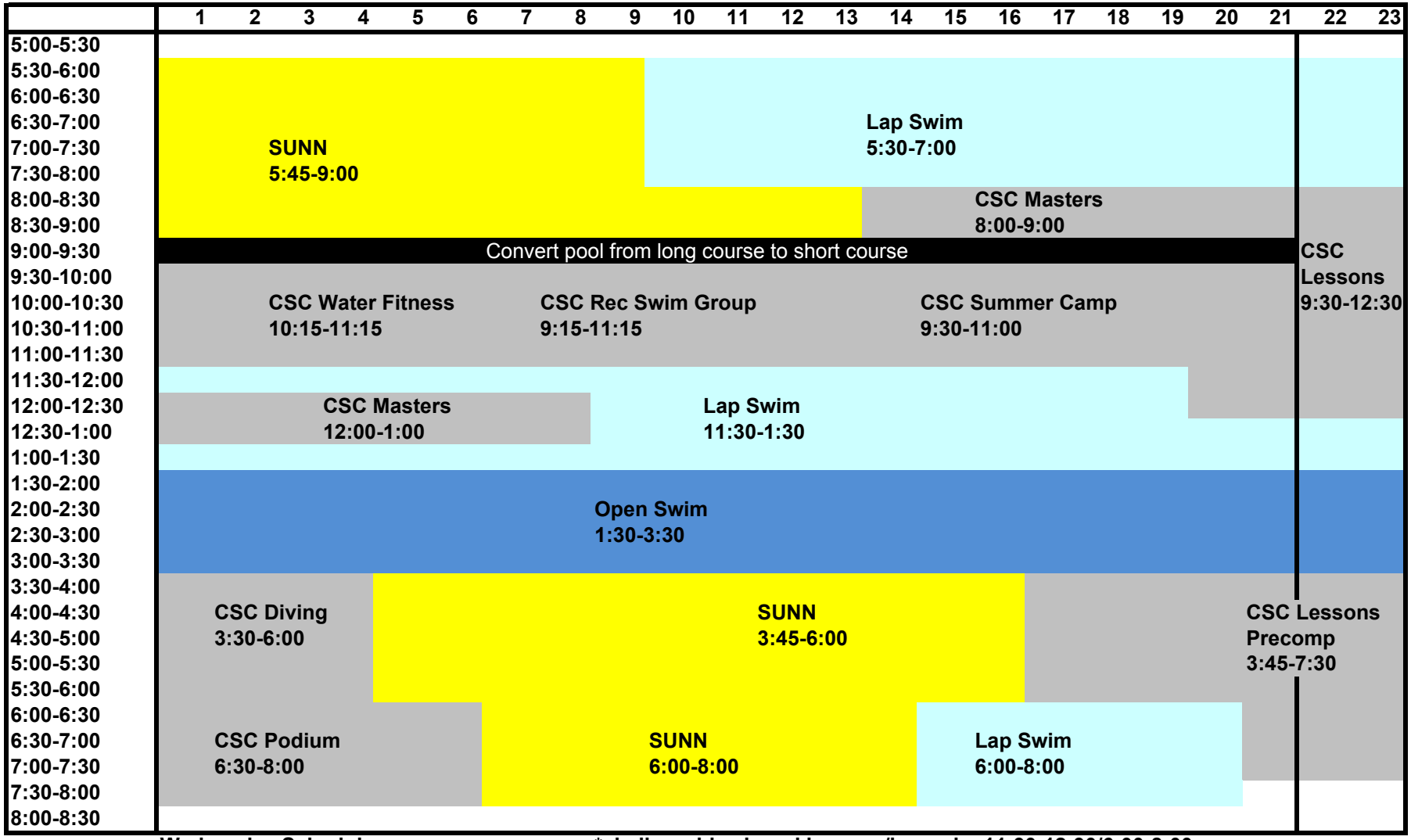
Monday Schedule ***shallow side shared lessons/lap swim 11:30-12:30/6:00-8:00 pm**

Proposed Mid June to Mid August Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
5:00-5:30										CSC Masters													
5:30-6:00										5:00-6:00													
6:00-6:30																							
6:30-7:00														Lap Swim									
7:00-7:30			SUNN											6:00-8:00									
7:30-8:00			5:45-9:00																				
8:00-8:30																CSC Intro to Masters							
8:30-9:00																8:00-9:00							
9:00-9:30	Convert pool from long course to short course																					CSC	
9:30-10:00														CSC Water Fitness								Lessons	
10:00-10:30		CSC Summer Camp				CSC Rec Swim Group								10:15-11:15								9:30-12:30	
10:30-11:00		9:30-11:00				9:15-11:15																	
11:00-11:30																							
11:30-12:00																							
12:00-12:30			CSC Diving								Lap Swim												
12:30-1:00			12:00-1:00								11:30-1:30												
1:00-1:30																							
1:30-2:00																							
2:00-2:30									Open Swim														
2:30-3:00									1:30-3:30														
3:00-3:30																							
3:30-4:00																							
4:00-4:30		CSC Diving										SUNN									CSC Lessons		
4:30-5:00		3:30-6:00										3:45-6:00									Precomp		
5:00-5:30																					3:45-7:30		
5:30-6:00																							
6:00-6:30																							
6:30-7:00				SUNN												Lap Swim							
7:00-7:30				6:00-8:00												6:00-8:00							
7:30-8:00																							
8:00-8:30																							

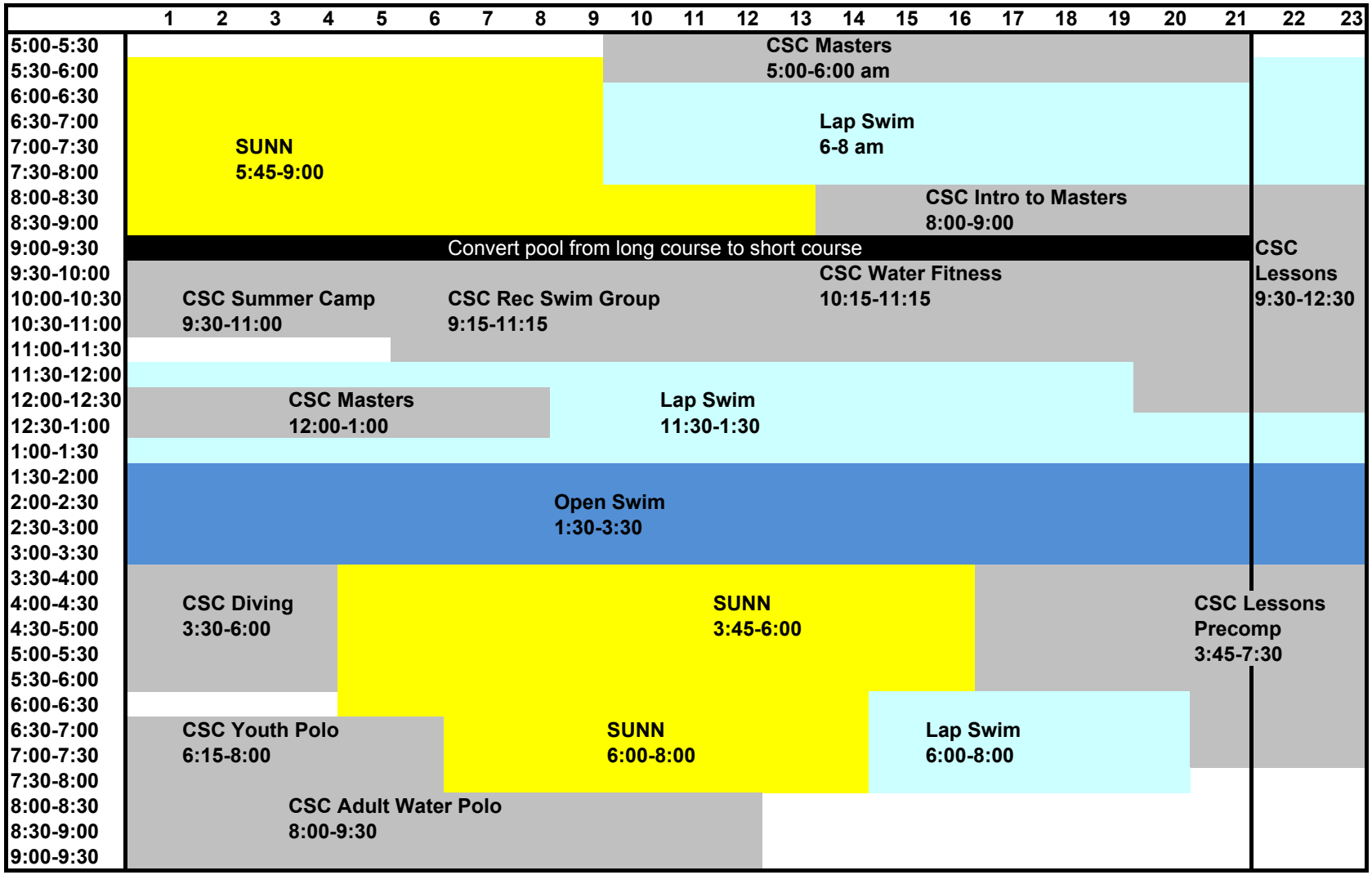
Tuesday Schedule ***shallow side shared lessons/lap swim 11:30-12:30/6:00-8:00 pm**

Proposed Mid June to Mid August Schedule



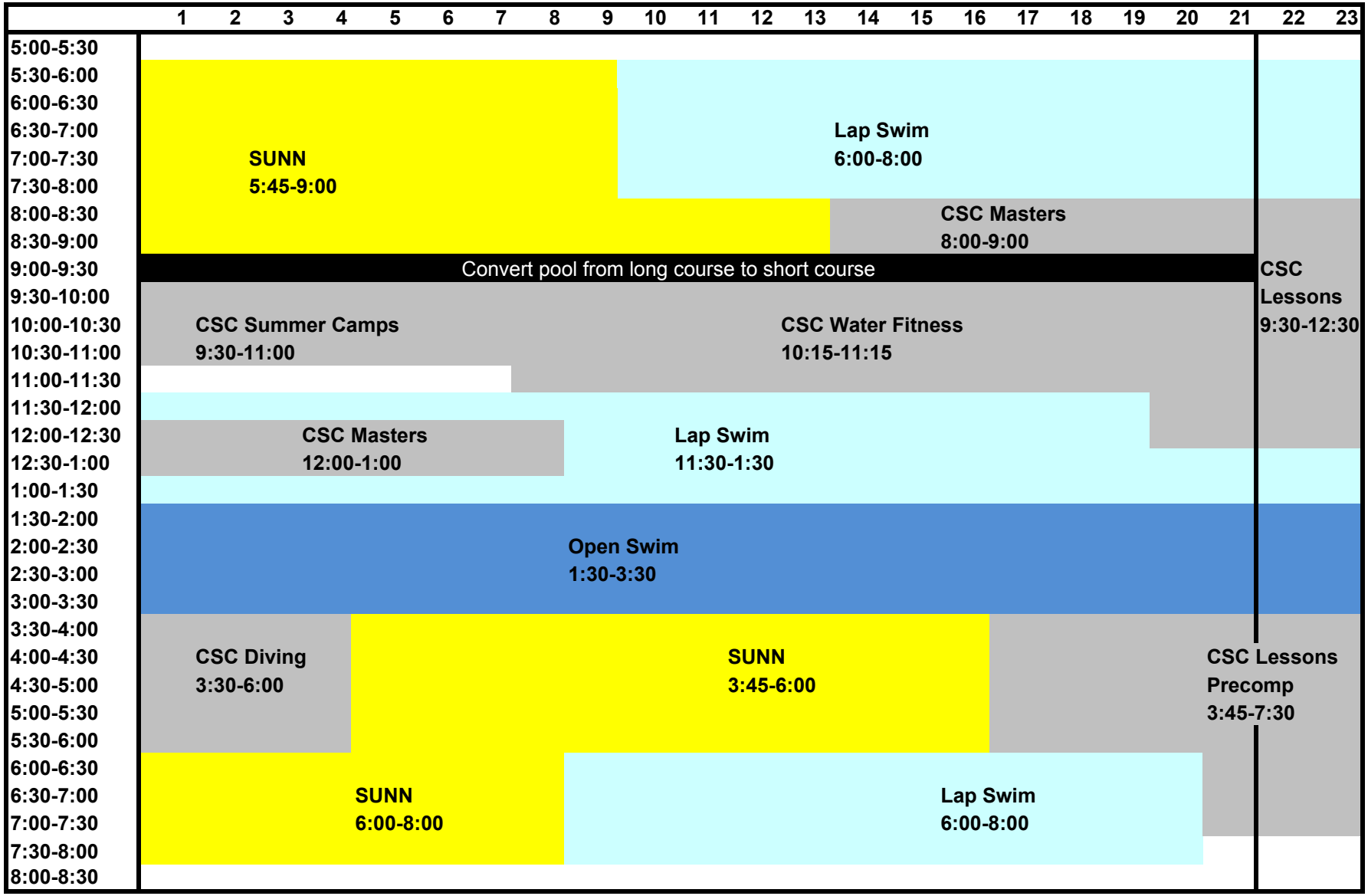
Wednesday Schedule ***shallow side shared lessons/lap swim 11:30-12:30/6:00-8:00 pm**

Proposed Mid June to Mid August Schedule



Thursday Schedule ***shallow side shared lessons/lap swim 11:30-12:30/6:00-8:00 pm**

Proposed Mid June to Mid August Schedule



Friday Schedule

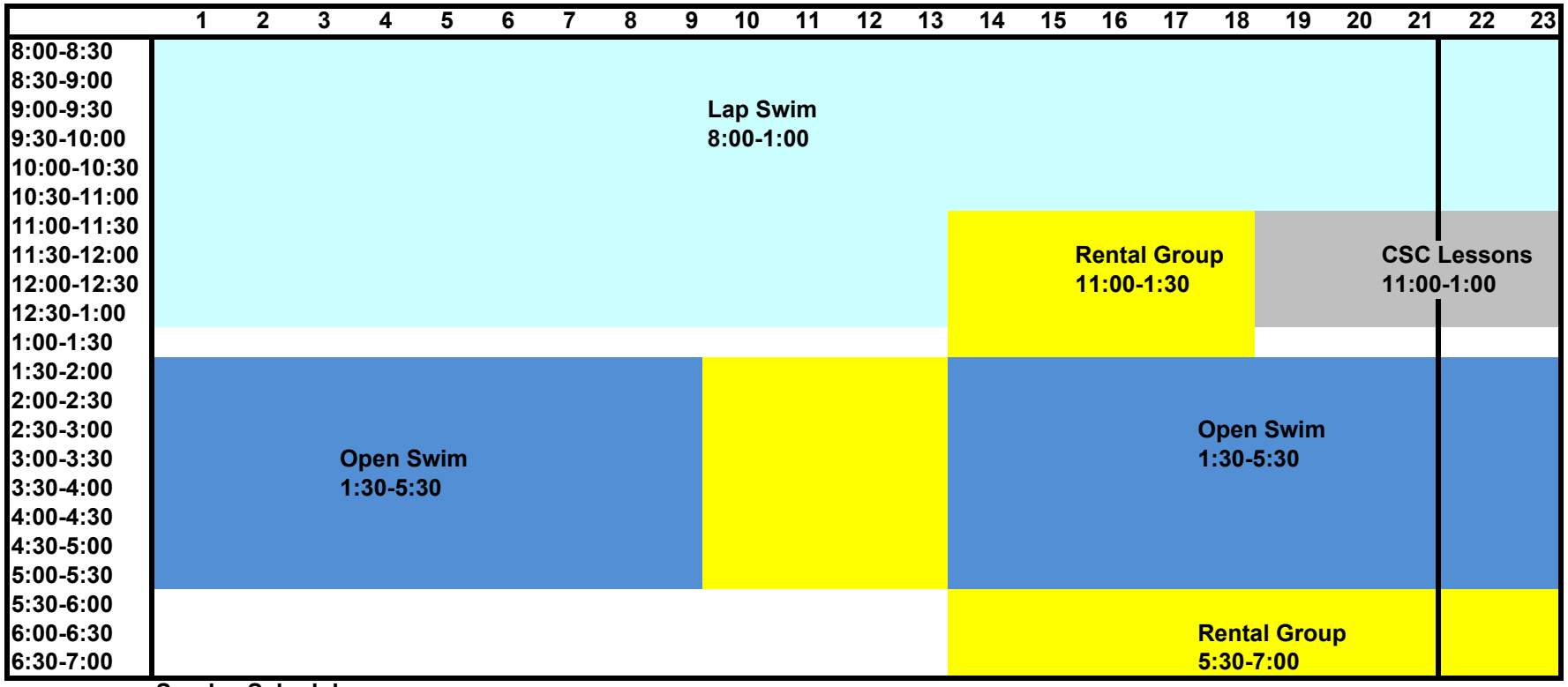
***shallow side shared lessons/lap swim 11:30-12:30/6:00-8:00 pm**

Proposed Mid June to Mid August Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
7:00-7:30					CSC Masters																		
7:30-8:00					7:00-8:00																		
8:00-8:30																							
8:30-9:00		SUNN																					
9:00-9:30		8:00-11:00									Lap Swim												
9:30-10:00											8:00-11:00												
10:00-10:30																							
10:30-11:00																					CSC Lessons		
11:00-11:30																					9:30-1:00		
11:30-12:00		CSC Diving					CSC Youth Polo				CSC Water Fitness												
12:00-12:30		12:30-1:15					11:15-1:00				11:00-12:30												
12:30-1:00																							
1:00-1:30																							
1:30-2:00																							
2:00-2:30																							
2:30-3:00					Open Swim													Open Swim					
3:00-3:30					1:30-5:30													1:30-5:30					
3:30-4:00																							
4:00-4:30																							
4:30-5:00																							
5:00-5:30																							
5:30-6:00		CSC Diving																Rental Group					
6:00-6:30		5:30-7:00																5:30-7:00					
6:30-7:00																							

Saturday Schedule

Proposed Mid June to Mid August Schedule



Sunday Schedule

California SportsCenter CSC

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www.calsportscenter.com
Email: dave@calsportscenter.com
Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No. F0610-34

Attachment 5

Emergency Action Plan

Attachment 5 contains a copy of CSC's Emergency Action Plan.

WHISTLE DESCRIPTIONS
3 SHORT-activates EAP
1 SHORT–attention getting
1 LONG–signifies end of a program

Sunnyvale Swim Complex EAP

1. Lifeguard recognizes someone in need of immediate help (or alerted by a patron)

2. Lifeguard activates EAP by blowing whistle three times – 3whistles (evacuate pool)
   (2 staff covereage-1 person tends to the victim. They retrieve the First Aid Kit and AED, 1 person is responsible for all other issues)
   Control by-standers, deal with parent/guardian, assisting guard-multiple victims,
   Clear the rest of the facility.
   Staff in office at the time of whistle calls EMS personnel if necessary. ALWAYS use cordless phone where possible, so you can remain on line to dispatch and move around if necessary.

3. Staff member brings out the First Aid Kit in the lifeguard viewing office and the AED.

4. Lifeguard follows General Rescue Procedure for water or land.
   Water – survey scene and safely enter water
   -determine if victim is distressed, passive, active
   -perform appropriate rescue
   -move victim to safety
   -remove from water using backboard if unable to leave on their own
   -perform primary survey (CABC)
   -provide emergency care
   -call 911 if no breathing, no pulse, anything determined that threatens the victims life
   (i.e. severe bleeding, spinal, burns, sudden illness, diabetic shock, cardiac arrest, heat, unconscious)
   -after 911 call, large gate must be opened with F1 key, and CSC staff or volunteer remain in parking lot to flag down and direct EMS
   -perform secondary survey

   Land Emergencies – survey the scene and approach victim
   -provide care as necessary

5. Lifeguard notify manager – manager or acting manager on duty

6. Manager to notify Dave Peterson if injury is serious or fatal 408 210-3561

7. Manager, or staff designated by manager, or head lifeguard of shift will interview witnesses
   Remember, FACTS only.
   -this is done privately in one of the offices

8. Lifeguard who made rescue fills out accident/incident report – anyone else involved must also fill out an accident/incident report form

9. All equipment used in rescue must be checked out and made ready for next use. All supplies must be replenished, and secondary backboard made available before re-opening

10. Corrective action taken for any situation that may have contributed to the incident before facility re-opens.

11. Follow up with staff discussion - TBD by incident (involved personnel and memo to all staff)

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January 25, 2013

Proposal No. F0610-34

Attachment 6

2013 Fee Schedule

Attachment 6 contains a copy of CSC's 2013 Fee Schedule for programs offered at the Sunnyvale Swim Complex.

California Sports Center

Physical Address is: Sunnyvale Swim Complex; Fremont High School
1283 Sunnyvale-Saratoga Rd., Sunnyvale, 94087
Phone: 408-732-2257; FAX: 408-732-7058

Corporate Office: 838 Malone Rd, San Jose, CA, 95125; phone 408-269-2777

2013 Fee Schedule
Sunnyvale Swim Complex at Fremont High School

Residents will be required to show proof of residency with each new purchase for resident rates

Adult Programs

Lap swim lanes required within the agreement between the CSC and City of Sunnyvale will be maintained during the lap swim times.

Drop in	**Resident Rates per person**	**Non-Resident Rates**
Lap Swim	$6.00 per swim	$8.00 per swim
Water Exercise Classes	$10.00 per swim	$11.00 per swim
Masters Swim Program	$10.00 per swim	$11.00 per swim
Adult Water Polo	$16.00 per swim	$18.00 per swim

Punch Passes		
Lap Swim 12 Pass	$52.00	$62.00
Senior Rate (55+yrs)	$35.00	$45.00
Fitness Swim 12 Pass*	$64.00	$74.00
Senior Fitness Pass	$45.00	$55.00

*Includes: (Water Exercise Classes; Masters, Podium)
**Senior passes can be used for am, noon and weekend lap swims.

Session/Monthly Passes		
Lap Swim	$50.00	$60.00
CSC Masters Swimmers*	$57.00 monthly	$67.00
6 Month Pass	$275.00	$330.00

*Swimmers must be registered with Pacific Masters.

Adult Monthly Water Fitness	$57.00	$67.00
Adult Water Polo	$154.00 based on 8 weeks	$154.00 based on 8 weeks

CSC Masters can pay monthly dues or auto-debit. Registration will determine the need and desire for coached workout time and additional lanes for training. Lap swimmers can pay auto-debit to save time at check-in.

Adult Coached Programs-specific

Intro to Masters	$75.00	$85.00
Podium Program	$64.00 (fitness pass)	$74.00 (fitness pass)
Adult Technique Clinics	$TBD per session	$TBD per session

Recreational Swim

Summer Open Swim	**Resident Rates per person**	**Non Resident Rates per person**
Individual Drop in	$3.00	$4.00
Punch Pass (10 swims)	$25.00	$35.00 (before June 1)
Group Open Swim Rate	$3/$2.50	negotiable

*Group open swim rates are $3 for groups of 29 or less. $2.50 for groups of 30 or more (with advanced notice)
**Family swim days/times will be offered mid-August and September on Sundays.

Lessons

CSC will continue to offer lessons to the public throughout the year. Group and semi-private lessons will be offered seven days a week. Lessons will include a focus on aspects of important aquatic safety components and be enhanced by CSC's personalized approach to improved swim strokes for competitive development.

Lessons will be defined within two seasons – the school year (September-May- fees accommodate four week monthly sessions) and the summer (June-August- fees accommodate two weeks sessions).

	Resident Rates per person
September-May	(*per month – 4 weeks in a month*)
Group Lessons	$60.00 per month (4 lessons)
Semi-Private Lessons	$68.00 per month (4 lessons)

Saturdays are as listed above throughout the year.

June-August (*two week sessions*)	**M/W/F (6 lessons)**	**Tu/Th (4 lessons)**	**M-F (10 lessons)**
Semi-private (Level 1-3)	$90.00	$68.00	$140.00
Group Lessons (Level 4-6)	$84.00	$60.00	$130.00

**All rates listed for lessons are resident rates. Non-residents will pay $10 more per signup.*

ParentTot Class $34/$44

Youth Programs

Youth water polo	$154.00 based on 8 weeks per session (non-residents +$10)
Rec Diving Classes	$60 for residents $70 for non residents
Pre-Competitive (monthly)	$85.00 depending on level (non-residents +$10)
Team Diving	TBD

Other

CSC will continue to offer opportunities for private lessons and group use when it can be scheduled in or around all regular activities. This includes one time and regular uses.

	Resident Rates per person	**Non Resident Rates per person**
One time exclusive use.	$1500.00/day - water only.	$1750.00/day - water only.
Monthly Group Use Fees	$11-15/hour/lane for short course (negotiable)	
Summer Camps	$335	$360
Lifeguard Training	$270	
Private Lessons	Prices TBD	

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Swim Complex: 1283 Sunnyvale/Saratoga Rd.,
Sunnyvale CA 9087
Phone: 408-732-2257; FAX: 408-732-7058

January 25, 2013

Proposal No. F0610-34

Attachment 7

Yearly Operations Business Plan Summary

Attachment 7 contains a copy of CSC's Yearly Operations Business Plan Summary as per the requirements of RFP Attachment B.

California Sports Center
Yearly Operations Business Plan Summary
as per RFP Attachment B

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
GROSS INCOME						
Activity Fees	$750,000.00	$780,000.00	$811,200.00	$843,648.00	$877,393.92	$912,489.68
Rentals	$68,000.00	$70,040.00	$72,141.20	$74,305.44	$76,534.60	$78,830.64
Misc. Sales/Services	N/A	N/A	N/A	N/A	N/A	N/A
EXPENSES						
Gross Payroll	$390,000.00	$409,500.00	$429,975.00	$451,473.75	$474,047.44	$497,749.81
Payroll Taxes (employer)	$42,900.00	$45,045.00	$47,297.25	$54,176.85	$56,885.69	$59,729.98
Payroll Service	$5,850.00	$6,142.50	$6,449.63	$6,772.11	$7,110.71	$7,466.25
Workers Compensation	$31,200.00	$32,760.00	$34,398.00	$36,117.90	$37,923.80	$39,819.98
Facility Use Fee paid to Sunnyvale	$50,000.00	$51,250.00	$52,531.25	$53,844.53	$55,190.64	$56,570.41
Utilities paid to Sunnyvale	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00
Advertising/Promotion	$24,540.00	$25,501.20	$26,500.24	$27,538.60	$28,617.86	$29,739.61
Corporate Expenses*	$52,761.00	$54,827.58	$56,975.51	$59,208.00	$61,528.39	$63,940.16
Dues and Subscriptions	$1,300.00	$1,300.00	$1,350.00	$1,350.00	$1,350.00	$1,350.00
Employee 401K	$15,600.00	$16,380.00	$17,199.00	$18,058.95	$18,961.90	$19,909.99
Employee Health Insurance	$32,000.00	$35,200.00	$38,720.00	$42,592.00	$46,851.20	$51,536.32
Event Expenses	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00
Janitorial Service	$13,200.00	$13,200.00	$13,200.00	$13,200.00	$13,200.00	$13,200.00
Janitorial Supply	$2,000.00	$2,200.00	$2,400.00	$2,600.00	$2,600.00	$2,600.00
Merchant Service Charges	$16,360.00	$17,000.80	$17,666.82	$18,359.07	$19,078.57	$19,826.41
New Computer Equipment		$2,000.00		$2,000.00		$2,000.00
New Equipment	$22,400.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
Office Supplies	$750.00	$750.00	$750.00	$750.00	$750.00	$750.00
Pest Control	$720.00	$720.00	$720.00	$720.00	$720.00	$720.00
Postage	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
Professional Fees/Development**	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
Repairs: Building/Equipment	$12,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Returned checks/Refunds						
Staff Meetings/Appreciation	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Swim Supplies	$1,700.00	$1,800.00	$1,900.00	$2,000.00	$2,000.00	$2,000.00
Telephone	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$2,400.00
Total Expenses	$745,801.00	$754,097.08	$786,552.69	$829,281.76	$865,336.19	$907,428.92
NET INCOME	$72,199.00	$95,942.92	$96,788.51	$88,671.68	$88,592.33	$83,891.40
	9%	11%	11%	10%	9%	8%

*Corporate Expense includes this site's portion of CSCgeneral expenses including: HR support personnel, liability insurance, internet, printing and reproduction, property and local taxes, staff apparel, charitable contributions, bank service charges, interest expenses, accounting support, online database and other multi-site expenses.

**Professional Fees include fees paid to WSI and Lifeguard instructors. Income for these programs is included in "activity fees" as well as off-site staff training.

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January 25, 2013

Proposal No. F0610-34

Attachment 8

Mission, Vision, and Values

Attachment 8 contains a copy of CSC's Mission, Vision, and Values from the CSC Staff Handbook.

Staff Handbook

California Sports Center Mission: "Providing the opportunity to become the best you can be – SINCE 1987"

California Sports Center Vision: "We provide building blocks for success where champions train and everyone is welcome."

California Sports Center's 8 Core Values:

- We believe that everyone should be given the opportunity to participate in physical activities
- We believe that success = growing to reach your potential (therefore)
- We believe in our talented employees and their continued growth and education
- We value each customer as if they were our only customer
- We value a safe and healthy environment for all
- We value FUN!
- We value healthy competition
- We believe that profit allows us to reinvest in our services, our employees, and our community.

California Sports Center's TOP FOUR PRIORITIES:

1. To TEACH
2. To Provide OUTSTANDING Customer Service
3. To maintain a SAFE, HEALTHY, AND CLEAN environment for all
4. To have FUN.

California SportsCenter

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Attachment 9

2012 Customer Survey Summary

Attachment 9 contains a summary of the results of a customer satisfaction survey completed in 2012 for participants of programs at the Sunnyvale Swim Complex. Raw data from the survey is available upon request.

Customer Service Survey 2012					
	number of responses	Excellent	Very Good	Average	Needs Improvement
		#/%	#/%	#/%	#/%
Registration Process	35	28/80%	7/20%	0	0
Availibility of services	39	22/56%	12/31%	2/5%	3/8%
Customer Service	39	34/87%	5/13%	0	0
Quality of Swim Lessons	25	19/76%	5/20%	1/4%	0
Facility Maintainence	40	13/32%	15/38%	6/15%	6/15%
Safety	40	32/80%	7/18%	1/2%	0
Overall program/service	39	27/69%	11/28%	1/3%	
Prices	39	23/59%	9/23%	1/3%	6/15%

ATTACHMENT C

Sample City Schedule

Adult Lap Swimming (Year Round - 2,392 hours)	
Monday - Friday	6:00am to 8:00am
Monday - Friday	11:30am to 1:30pm
Monday - Friday	6:00pm to 8:00pm
Saturday & Sunday	8:00am to 11:00am

Masters Swimming (Year Round - 416 hours)	
Monday - Friday	12:00 to 1:00pm
Monday/Wednesday/Friday	8:00am to 9:00am

Water Exercise (Year Round - 180 hours)	
Monday/Wednesday/Friday	10:15am to 11:15am
Saturday	11:30am to 12:30pm (April through September)

Instruction (Summer Months - 250 hours)	
Monday - Friday	9:00am to 11:45am
Monday - Friday	1:30pm to 3:00pm
Saturday	9:00am to 11:30am
Sunday	11:15am to 12:25pm

Instruction (Spring & Fall Months - 810 hours)	
Monday/Wednesday/Friday	10:05am to 11:10am
Monday - Friday	3:00pm to 7:05pm
Saturday	9:30am to 12:55pm
Sunday	11:15am to 12:55pm

Recreation Swim (Summer Months - 228 hours)	
Monday - Friday	1:30pm - 3:30pm
Saturday	1:30pm to 5:30pm
Sunday	1:30pm to 5:30pm
Saturday shoulder	1:30pm to 3:30pm
Sunday shoulder	1:30pm to 3:30pm

Pre-Comp Group Classes (Year Round - 221 hours)	
Monday & Wednesday	4:15pm to 6:00pm
Saturday	11:15am to 12:00

Youth Water Polo (Year Round - 234 hours)	
Monday & Thursday	6:30pm to 8:00pm
Saturday	12:00 to 1:30pm

Diving (Year Round - 39 hours)	
Saturday	1:45pm to 2:30pm

Note: The times that activities are offered are listed, however the number of lanes available dictate how many people can participate in that activity.

ATTACHMENT D

City of Sunnyvale Community Services Division Proposal to Operate Fremont Pool
Business Plan - First Year

ITEM	DETAILS	ANNUAL AMOUNT
REVENUE		
Activity Fees		$335,250
Adult Lap Swim	Avg. 2,000 participants X 12 mos. X $6 fee	$144,000
Masters Swim	Avg. 20 participants X 12 mos. X $55 fee	$13,200
Recreation Swim	Avg. 4,000 participants X $3 fee	$12,000
Lessons (All Ages)	2,000 participants X $70 per class fee	$140,000
Water Exercise	Avg. 125 participants X 12 mos. X $10 fee	$15,000
Diving	40 participants X $130 per class fee	$5,200
Water Polo	45 participants X $130 per class fee	$5,850
Contracted Program Revenue		n/a
Rentals	10,000 lane hrs @ $6 each	$60,000
TOTAL REVENUE		**$395,250**
EXPENDITURES		
Labor/Management		$587,561
Staff – Supervisory*	1 F/T pool manager (1850 hrs) @ $72.74/Hr. = $134,569, 1 F/T Asst. Pool Manager (1850 Hrs) @ $62.83/Hr. = $116,235, 1 P/T Asst. Pool Manager (1440) @ $62.83/Hr. = $91,475, 1/4 of a Community Services Manager for supervision	$342,279
Staff - Registration*	1 P/T Office Asst. (1300 hrs) @ $41.17/Hr. = $53,521, 2 casual (900 hrs each) @ $19/Hr. = $34,200	$87,721
Staff – Part Time*	Lifeguards, Instructors, Coaches	$157,561
Office Supplies	Paper, pens, etc.	$600
Expendable Equipment	Lane markers, pace clocks, kick boards, etc.	$2,000
General Supplies	Cleaning supplies, first aid supplies, etc.	$3,000
Maintenance/Repairs (Swim Building)	Contracted Janitorial Service	$20,000
Marketing/Publicity	Ads, flyers, posters, additional pages in Activity Guide.	$15,000
Utilities & Trash	Utilities, Water, Sewer & Garbage	$17,000
Phone, Internet & Registration Service Charges	Phones, Registration Software, Credit Card Fees, and Copy Machine	$13,881
Contractor Fees	Payment to contractor for instruction (70% of fee)	n/a
Total Gross Operating Expenses**		**$659,042**
Net Operator Profit or (Loss) -- Year 1**		**($263,792)**

*Job studies have not been done for these positions so the actual cost may be higher or lower than this estimate. Costs for the Community Services Manager time has not been included in the total.

**There will also be an unknown amount of additional cost for internal Community Services Division support and to other departments (Finance, HR, OCA, OCM) for additional services required for self operation of the FHS Pool. These services include reports, deposits, audits, hiring, payroll, developing and reviewing policies procedures, risk & insurance, budget preparation and reporting, (etc).

Note: There will also be one time start up costs of approximately $26,500.

City of Sunnyvale Community Services Division Proposal to Operate Fremont Pool
Yearly Operation Summary (Business Plan) - Second Year

ITEM	DETAILS	ANNUAL
REVENUE		
Activity Fees		$476,220
Adult Lap Swim	Avg. 2,200 participants X 12 mos. X $6 fee	$158,400
Masters Swim	Avg. 22 participants X 12 mos. X $55 fee	$14,520
Recreation Swim	Avg. 4,100 participants X $3 fee	$12,300
Lessons (All Ages)	3,000 participants X $70 per class fee	$210,000
Water Exercise	Avg. 150 participants X 12 mos. X $10 fee	$18,000
Diving	45 participants X $130 per class fee	$5,850
Water Polo	55 participants X $130 per class fee	$7,150
Contracted Program Revenue		$50,000
Rentals	10,000 lane hrs @ $6 each	$60,000
TOTAL REVENUE		$536,220
TOTAL INFLATED REVENUE		**$552,307**
EXPENDITURES		
Labor/Management		$666,136
Staff – Supervisory*	1 F/T pool manager (1850 hrs) @ $72.74/Hr. = $134,569, 1 F/T Asst. Pool Manager (1850 Hrs) @ $62.83/Hr. = $116,235, 1 P/T Asst. Pool Manager (1440) @ $62.83/Hr. = $91,475, 1/4 of a Community Services Manager for supervision	$342,279
Staff - Registration*	1 P/T Office Asst. (1300 hrs) @ $41.17/Hr. = $53,521, 2 casual (900 hrs each) @ $19/Hr. = $34,200	$87,721
Staff – Part Time*, **	Lifeguards, Instructors, Coaches	$236,136
Office Supplies	Paper, pens, etc.	$600
Expendable Equipment	Lane markers, pace clocks, kick boards, etc.	$2,000
General Supplies	Cleaning supplies, first aid supplies, etc.	$3,000
Maintenance/Repairs (Swim Building)	Contracted Janitorial Service	$20,000
Marketing/Publicity	Ads, flyers, posters, additional pages in Activity Guide.	$15,000
Utilities & Trash	Utilities, Water, Sewer & Garbage	$17,000
Phone, Internet & Registration Service Charges	Phones, Registration Software, Credit Card Fees, and Copy Machine	$15,700
Contractor Fees	Payment to contractor for instruction (70% of fee)	$35,000
Total Gross Operating Expenses***		$774,436
Total Inflated Gross Operating Expenses* **		**$797,669**
Net Operator Profit or (Loss) -- Year 2* **		**($245,362)**

Note: 3% annual inflation factor applied for each year past the base year.

*Job studies have not been done for these positions so the actual cost may be higher or lower than this estimate. Costs for the Community Services Manager time has not been included in the total.

**Increases in staffing costs - Part Time over prior year correspond to the increased staffing needed to support increased programming.

***There will also be an unknown amount of additional cost for internal Community Services Division support and to other departments (Finance, HR, OCA, OCM) for additional services required for self operation of the FHS Pool. These services include reports, deposits, audits, hiring, payroll, developing and reviewing policies procedures, risk & insurance, budget preparation and reporting, (etc).

City of Sunnyvale Community Services Division Proposal to Operate Fremont Pool
Business Plan - Third Year

ITEM	DETAILS	ANNUAL
REVENUE		
Activity Fees		$531,840
Adult Lap Swim	Avg. 2,300 participants X 12 mos. X $6 fee	$165,600
Masters Swim	Avg. 24 participants X 12 mos. X $55 fee	$15,840
Recreation Swim	Avg. 4,200 participants X $3 fee	$12,600
Lessons (All Ages)	3,250 participants X $70 per class fee	$227,500
Water Exercise	Avg. 175 participants X 12 mos. X $10 fee	$21,000
Diving	50 participants X $130 per class fee	$6,500
Water Polo	60 participants X $130 per class fee	$7,800
Contracted Program Revenue		$75,000
Rentals	10,000 lane hrs @ $6 each	$60,000
TOTAL REVENUE		$591,840
TOTAL INFLATED REVENUE		**$627,883**
EXPENDITURES		
Labor/Management		$685,057
Staff – Supervisory*	1 F/T pool manager (1850 hrs) @ $72.74/Hr. = $134,569, 1 F/T Asst. Pool Manager (1850 Hrs) @ $62.83/Hr. = $116,235, 1 P/T Asst. Pool Manager (1440) @ $62.83/Hr. = $91,475, 1/4 of a Community Services Manager for supervision	$342,279
Staff - Registration*	1 P/T Office Asst. (1300 hrs) @ $41.17/Hr. = $53,521, 2 casual (900 hrs each) @ $19/Hr. = $34,200	$87,721
Staff – Part Time*, **	Lifeguards, Instructors, Coaches	$255,057
Office Supplies	Paper, pens, etc.	$600
Expendable Equipment	Lane markers, pace clocks, kick boards, etc.	$2,000
General Supplies	Cleaning supplies, first aid supplies, etc.	$3,000
Maintenance/Repairs (Swim Building)	Contracted Janitorial Service	$20,000
Marketing/Publicity	Ads, flyers, posters, additional pages in Activity Guide.	$15,000
Utilities & Trash	Utilities, Water, Sewer & Garbage	$17,000
Phone, Internet & Registration Service Charges	Phones, Registration Software, Credit Card Fees, and Copy Machine	$17,812
Contractor Fees	Payment to contractor for instruction (70% of fee)	$52,500
Total Gross Operating Expenses***		$812,969
Total Inflated Gross Operating Expenses* **		**$862,479**
Net Operator Profit or (Loss) -- Year 3* **		**($234,596)**

Note: 3% annual inflation factor applied for each year past the base year.

*Job studies have not been done for these positions so the actual cost may be higher or lower than this estimate. Costs for the Community Services Manager time has not been included in the total.

**Increases in staffing costs - Part Time over prior year correspond to the increased staffing needed to support increased programming.

**There will also be an unknown amount of additional cost for internal Community Services Division support and to other departments (Finance, HR, OCA, OCM) for additional services required for self operation of the FHS Pool. These services include reports, deposits, audits, hiring, payroll, developing and reviewing policies procedures, risk & insurance, budget preparation and reporting, (etc).

City of Sunnyvale Community Services Division Proposal to Operate Fremont Pool
Business Plan - Fourth Year

ITEM	DETAILS	ANNUAL
REVENUE		
Activity Fees		$587,460
Adult Lap Swim	Avg. 2,400 participants X 12 mos. X $6 fee	$172,800
Masters Swim	Avg. 26 participants X 12 mos. X $55 fee	$17,160
Recreation Swim	Avg. 4,300 participants X $3 fee	$12,900
Lessons (All Ages)	3,500 participants X $70 per class fee	$245,000
Water Exercise	Avg. 200 participants X 12 mos. X $10 fee	$24,000
Diving	55 participants X $130 per class fee	$7,150
Water Polo	65 participants X $130 per class fee	$8,450
Contracted Program Revenue		$100,000
Rentals	10,000 lane hrs @ $6 each	$60,000
TOTAL REVENUE		$647,460
TOTAL INFLATED REVENUE		**$707,497**
EXPENDITURES		
Labor/Management		$698,644
Staff – Supervisory*	1 F/T pool manager (1850 hrs) @ $72.74/Hr. = $134,569, 1 F/T Asst. Pool Manager (1850 Hrs) @ $62.83/Hr. = $116,235, 1 P/T Asst. Pool Manager (1440) @ $62.83/Hr. = $91,475, 1/4 of a Community Services Manager for supervision	$342,279
Staff - Registration*	1 P/T Office Asst. (1300 hrs) @ $41.17/Hr. = $53,521, 2 casual (900 hrs each) @ $19/Hr. = $34,200	$87,721
Staff – Part Time*, **	Lifeguards, Instructors, Coaches	$268,644
Office Supplies	Paper, pens, etc.	$600
Expendable Equipment	Lane markers, pace clocks, kick boards, etc.	$2,000
General Supplies	Cleaning supplies, first aid supplies, etc.	$3,000
Maintenance/Repairs (Swim Building)	Contracted Janitorial Service	$20,000
Marketing/Publicity	Ads, flyers, posters, additional pages in Activity Guide.	$15,000
Utilities & Trash	Utilities, Water, Sewer & Garbage	$17,000
Phone, Internet & Registration Service Charges	Phones, Registration Software, Credit Card Fees, and Copy Machine	$18,925
Contractor Fees	Payment to contractor for instruction (70% of fee)	$70,000
Total Gross Operating Expenses***		$845,169
Total Inflated Gross Operating Expenses* **		**$923,539**
Net Operator Profit or (Loss) -- Year 4* **		**($216,042)**

Note: 3% annual inflation factor applied for each year past the base year.

*Job studies have not been done for these positions so the actual cost may be higher or lower than this estimate. Costs for the Community Services Manager time has not been included in the total.

**Increases in staffing costs - Part Time over prior year correspond to the increased staffing needed to support increased programming.

****There will also be an unknown amount of additional cost for internal Community Services Division support and to other departments (Finance, HR, OCA, OCM) for additional services required for self operation of the FHS Pool. These services include reports, deposits, audits, hiring, payroll, developing and reviewing policies procedures, risk & insurance, budget preparation and reporting, (etc).

City of Sunnyvale Community Services Division Proposal to Operate Fremont Pool
Business Plan - Fifth Year

ITEM	DETAILS	ANNUAL
REVENUE		
Activity Fees		$633,080
Adult Lap Swim	Avg. 2,500 participants X 12 mos. X $6 fee	$180,000
Masters Swim	Avg. 28 participants X 12 mos. X $55 fee	$18,480
Recreation Swim	Avg. 4400 participants X $3 fee	$13,200
Lessons (All Ages)	3750 participants X $70 per class fee	$262,500
Water Exercise	Avg. 225 participants X 12 mos. X $10 fee	$27,000
Diving	60 participants X $130 per class fee	$7,800
Water Polo	70 participants X $130 per class fee	$9,100
Contracted Program Revenue		$115,000
Rentals	10,000 lane hrs @ $6 each	$60,000
TOTAL REVENUE		$693,080
TOTAL INFLATED REVENUE		**$780,068**
EXPENDITURES		
Labor/Management		$712,052
Staff – Supervisory*	1 F/T pool manager (1850 hrs) @ $72.74/Hr. = $134,569, 1 F/T Asst. Pool Manager (1850 Hrs) @ $62.83/Hr. = $116,235, 1 P/T Asst. Pool Manager (1440) @ $62.83/Hr. = $91,475, 1/4 of a Community Services Manager for supervision	$342,279
Staff - Registration*	1 P/T Office Asst. (1300 hrs) @ $41.17/Hr. = $53,521, 2 casual (900 hrs each) @ $19/Hr. = $34,200	$87,721
Staff – Part Time*, **	Lifeguards, Instructors, Coaches	$282,052
Office Supplies	Paper, pens, etc.	$600
Expendable Equipment	Lane markers, pace clocks, kick boards, etc.	$2,000
General Supplies	Cleaning supplies, first aid supplies, etc.	$3,000
Maintenance/Repairs (Swim Building)	Contracted Janitorial Service	$20,000
Marketing/Publicity	Ads, flyers, posters, additional pages in Activity Guide.	$15,000
Utilities & Trash	Utilities, Water, Sewer & Garbage	$17,000
Phone, Internet & Registration Service Charges	Phones, Registration Software, Credit Card Fees, and Copy Machine	$19,837
Contractor Fees	Payment to contractor for instruction (70% of fee)	$80,500
Total Gross Operating Expenses***		$869,989
Total Inflated Gross Operating Expenses* **		**$979,180**
Net Operator Profit or (Loss) -- Year 5* **		**($199,113)**

Note: 3% annual inflation factor applied for each year past the base year.

*Job studies have not been done for these positions so the actual cost may be higher or lower than this estimate. Costs for the Community Services Manager time has not been included in the total.

**Increases in staffing costs - Part Time over prior year correspond to the increased staffing needed to support increased programming.

***There will also be an unknown amount of additional cost for internal Community Services Division support and to other departments (Finance, HR, OCA, OCM) for additional services required for self operation of the FHS Pool. These services include reports, deposits, audits, hiring, payroll, developing and reviewing policies procedures, risk & insurance, budget preparation and reporting, (etc).

City of Sunnyvale Community Services Division Proposal to Operate Fremont Pool
Business Plan - Sixth Year

ITEM	DETAILS	ANNUAL
REVENUE		
Activity Fees		$668,650
Adult Lap Swim	Avg. 2,750 participants X 12 mos. X $6 fee	$198,000
Masters Swim	Avg. 30 participants X 12 mos. X $55 fee	$19,800
Recreation Swim	Avg. 4450 participants X $3 fee	$13,350
Lessons (All Ages)	3900 participants X $70 per class fee	$273,000
Water Exercise	Avg. 230 participants X 12 mos. X $10 fee	$27,600
Diving	60 participants X $130 per class fee	$7,800
Water Polo	70 participants X $130 per class fee	$9,100
Contracted Program Revenue		$120,000
Rentals	10,000 lane hrs @ $6 each	$60,000
TOTAL REVENUE		$728,650
TOTAL INFLATED REVENUE		**$820,102**
EXPENDITURES		
Labor/Management		$712,052
Staff – Supervisory*	1 F/T pool manager (1850 hrs) @ $72.74/Hr. = $134,569, 1 F/T Asst. Pool Manager (1850 Hrs) @ $62.83/Hr. = $116,235, 1 P/T Asst. Pool Manager (1440) @ $62.83/Hr. = $91,475, 1/4 of a Community Services Manager for supervision	$342,279
Staff - Registration*	1 P/T Office Asst. (1300 hrs) @ $41.17/Hr. = $53,521, 2 casual (900 hrs each) @ $19/Hr. = $34,200	$87,721
Staff – Part Time*, **	Lifeguards, Instructors, Coaches	$282,052
Office Supplies	Paper, pens, etc.	$600
Expendable Equipment	Lane markers, pace clocks, kick boards, etc.	$2,000
General Supplies	Cleaning supplies, first aid supplies, etc.	$3,000
Maintenance/Repairs (Swim Building)	Contracted Janitorial Service	$20,000
Marketing/Publicity	Ads, flyers, posters, additional pages in Activity Guide.	$15,000
Utilities & Trash	Utilities, Water, Sewer & Garbage	$17,000
Phone, Internet & Registration Service Charges	Phones, Registration Software, Credit Card Fees, and Copy Machine	$20,549
Contractor Fees	Payment to contractor for instruction (70% of fee)	$84,000
Total Gross Operating Expenses***		$874,201
Total Inflated Gross Operating Expenses* **		**$983,921**
Net Operator Profit or (Loss) -- Year 6* **		**($163,819)**

Note: 3% annual inflation factor applied for each year past the base year.

*Job studies have not been done for these positions so the actual cost may be higher or lower than this estimate. Costs for the Community Services Manager time has not been included in the total.

**Increases in staffing costs - Part Time over prior year correspond to the increased staffing needed to support increased programming.

***There will also be an unknown amount of additional cost for internal Community Services Division support and to other departments (Finance, HR, OCA, OCM) for additional services required for self operation of the FHS Pool. These services include reports, deposits, audits, hiring, payroll, developing and reviewing policies procedures, risk & insurance, budget preparation and reporting, (etc).