



City of Sunnyvale

Agenda Item

19-0588

Agenda Date: 7/10/2019

REPORT TO PARKS AND RECREATION COMMISSION

SUBJECT

Second Amendment to the 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.

BACKGROUND

Since 2002 the California Sports Center (CSC) has operated the City's aquatics programs at the Fremont High School Pool. The current Agreement with CSC was approved in 2013 and has an expiration date of August 31, 2019. The Agreement provided for two additional three-year extensions by mutual agreement of the parties and outlines the responsibilities of CSC, which include: offering community aquatics programming, payment of utilities for the Pool Building, janitorial maintenance, and replacement of specific fixtures located in the Pool Building. The partnership has been successful with positive feedback on annual program surveys. The City and CSC wish to extend their business relationship for one additional three-year period.

EXISTING POLICY

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

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

DISCUSSION

As a result of a City issued Request for Proposals in 2013 and Council's direction to proceed with contracted services, CSC was awarded a new six-year contract to continue operations at Fremont High School Pool. Each year CSC has exceeded contractually required program offerings, reported service levels to the City, provided a market-based fee schedule, reimbursed the City for utilities used at the pool house building, was responsible for janitorial services and specific equipment replacement. Customers are surveyed annually on a variety of topics, including "overall program/service provided" and facility maintenance. The Agreement requires CSC to receive a minimum average response of "very good." Results from 2016, 2017 and 2018 all achieved an average of "very good" or higher.

Pursuant to the terms of the Agreement, the parties met and conferred eighteen months prior to the

expiration of the Agreement to discuss an optional extension, current service offerings and details of roles and responsibilities. Both parties would like to continue the relationship for another three years. The proposed Amendment includes the changes as described below:

1. Extending the term three years with a new expiration of August 31, 2022.
2. Adding clarifying language stating that CSC will continue to be responsible for payments to the City for the privileges and rights allowed in the agreement during extension periods. CSC will continue to pay the City \$50,000 with the addition of 2.5% of the previous year's payment.
3. Increasing Abuse and Molestation Liability Insurance Coverage from \$100,000 limit per occurrence to \$1,000,000, and \$300,000 general aggregate to \$2,000,000.

FISCAL IMPACT

The City will continue to receive a reimbursement for utilities used by CSC in the pool house building and quarterly payments for privileges outlined in the Agreement. There is no additional funding request associated with this amendment.

PUBLIC CONTACT

Public contact was made through posting the Parks and Recreation Commission agenda on the City's official-notice bulletin board and on the City's website. Additionally, the agenda and report are available in the Office of the City Clerk.

RECOMMENDATION

Recommend the City Council Authorize the City Manager to execute the Second Amendment to the 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 extending the term to August 31, 2022, in substantially the same form as in Attachment 2 to the report, and when all necessary conditions have been met.

Prepared by: Nancy Grove, Community Services Manager

Reviewed by: Damon Sparacino, Superintendent of Community Services

Reviewed by: Cherise Brandell, Interim Director, Library and Community Services

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Reserved for Report to Council
2. Second Amendment to the Agreement Between City of Sunnyvale and California Sports Center for the Management, Operation and Supervision of Public Swimming Programs at Fremont High School.