

Meeting Date: 5/14/2013

Report Type: Consent

Report ID: 2013-00398



Title: Agreement: Swimming Pool Operations with YMCA

Location: District 3, 4, 6

Issue: Approval of this agreement would allow the YMCA to operate, use and maintain the City's swimming pools at Southside, Tahoe, and Glen Hall Parks during the 2013 season at a cost that is less than what the City's cost would be.

Recommendation: Pass a motion authorizing the City Manager or City Manager's designee to enter into a license agreement with the YMCA of Superior California (YMCA) not to exceed an amount of \$120,000 for the operation, use, and maintenance of the pools at Southside Park, Tahoe Park, and Glenn Hall Park for the summer 2013 season.

Contact: Greg Narramore, Recreation Superintendent, (916) 808-6095; Elizabeth Anderson, Operations Manager, (916) 808-6076, Department of Parks and Recreation

Presenter:

Department: Parks & Recreation Department

Division: Aquatics

Dept ID: 19001521

Attachments:

1-Description/Analysis

2-Background

3-License Agreement with YMCA

City Attorney Review

Approved as to Form

Sheryl Patterson

5/7/2013 1:06:33 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt

Russell Fehr

4/29/2013 10:44:39 AM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 5/2/2013 2:50:18 PM

Description/Analysis

Issue Detail: Approval of this agreement would allow the YMCA to operate, use, and maintain the City's swimming pools at Southside, Tahoe, and Glenn Hall parks during the 2013 season at a cost that is less than what the City's costs would be. Agreements valued at \$100,000 or more require City Council approval.

The YMCA would open all three pools to the public for recreational swimming from June 15 to September 2. This schedule is very similar to the schedule for pools operated by the Parks and Recreation Department. The YMCA would make the pools available for open recreational swimming at least three hours per day and at least six days each week, which is a minimum of 18 hours per week. The Parks and Recreation Department will have two pools open for recreational swimming on a half-time schedule of 12 hours per week (Mangan and Oki), three pools open 24 hours per week (Johnston, McClatchy, and Sim) and three pools open 26 hours per week (Clunie, Doyle, and Pannell Meadowview).

Policy Considerations: Sacramento City Code, Section 3.04.020, requires City Council approval for agreements involving expenditures of \$100,000 or more. Approving the license agreement would expand on the concept of City facilities and services being operated by outside entities.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment, and does not constitute a "project" as defined by Sections 15061(b)(3) and 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.).

Sustainability Considerations: Not applicable.

Commission/Committee Action: Parks and Recreation Commission members were made aware of negotiations with the YMCA on this license agreement at their April 4, 2013, meeting.

Rationale for Recommendation: Approval of this agreement would allow the YMCA to operate, use, and maintain the City's swimming pools at Southside, Tahoe, and Glenn Hall parks during the 2013 season at a cost that is less than what the City's costs would be.

Financial Considerations: The base General Fund budget for the Parks and Recreation Department provides funding to maintain all City pools in a "clean and blue" condition all year. This level of funding ensures that all pumps and filters operate—with adequate chemicals, water, and electricity—to keep the pools disinfected and to maintain bacteria levels under applicable public health standards. However, this funding level does not support the significant increase in seasonal staff and the additional cost of chemicals required for public use of the pools.

On March 12, 2013, City Council allocated from Measure U funds \$250,000 to allow the Parks and Recreation Department to open six pools (Clunie, Doyle, Sim, Johnston, McClatchy, and Pannell Meadowview) and five stand-alone wading pools; \$32,000 to allow two pools (Mangan and Oki) to open on a half-time schedule; and \$124,000 to subsidize the YMCA's operation of three pools (Southside, Tahoe, and Glenn Hall). All of this funding was only for the Fiscal Year (FY) 2012-13 portion of the summer season—May and June. City Council will have the opportunity during the budget process to consider additional Measure U funding for FY 2013-14 to continue pool operations through July, August, and September.

Although the City's costs would be lower if the YMCA operates the pools, YMCA-operated pools would be open for recreational swimming slightly fewer hours than City-operated pools, and fees charged to the public for recreational swimming would be higher at YMCA-operated pools. The agreement allows the YMCA to charge \$2 for children and \$4 for adults. Current Parks and Recreation Department fees for recreational swimming are \$1 for children and \$2 for adults. During the FY 2013-14 budget process the Department will recommend raising fees for open recreational swimming to the same fees that the YMCA charges—\$2 for children and \$4 for adults.

In addition to open recreational swimming, the YMCA would use the pools for swim lessons, swim teams, lap swimming, water aerobics, day camps, and private rentals, with the YMCA collecting all revenue. The YMCA would be required to follow specified training and safety requirements as outlined in the City Pools Operations Plan (Exhibit B of the attached License Agreement) and would be responsible for the cost of utilities, maintenance, and janitorial for the pools and related equipment and facilities.

The Parks and Recreation Department would contribute funding to the YMCA to operate all three pools as follows: a total of \$26,500 as an in-kind contribution for chemicals and water, which is the amount the Department already spends during the summer to maintain the pools in a "clean and blue" condition when they are not being used by the public; and an operation subsidy of up to \$40,000 per pool, which is a maximum of \$120,000, to make up for any loss the YMCA might experience should their expenses at the pools exceed their revenue.

Emerging Small Business Development (ESBD): There are no ESBD considerations with this report.



BACKGROUND:

In the summer of 2012, there were nine City swimming pools open to the public. The Parks and Recreation Department operated six swimming pools (Clunie, Doyle, Sim, Johnston, McClatchy, and Pannell Meadowview) and five stand-alone wading pools using money collected through a successful fundraising campaign sponsored by Save Mart Supermarkets. The Department also operated two pools (Tahoe and Glenn Hall) that were opened with community-generated and/or City Council district funds. The remaining pool open last summer (Southside), on a reduced schedule, was operated by the YMCA and was funded by the community, the District Councilmember and the Department.

The YMCA requested to repeat its arrangement at Southside (2115 6th Street) this summer and also to operate the pools at Tahoe (3535 59th Street) and Glenn Hall (5415 Sandburg Drive). The attached license agreement has been negotiated so that the YMCA may operate, use, and maintain the pools at Southside, Tahoe and Glenn Hall during the 2013 summer season.



LICENSE AGREEMENT FOR OPERATION OF CITY POOLS FOR SUMMER 2013

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2013 ("Effective Date"), by and between the CITY OF SACRAMENTO, a municipal corporation, ("CITY") and THE YMCA OF SUPERIOR CALIFORNIA, a California non-profit corporation, ("YMCA").

RECITALS

- A. The YMCA currently operates an indoor pool facility at 2021 W Street in downtown Sacramento and offers lifeguard certification courses, swim lessons, lap swim, water exercise, and recreation swim programs open to the public and individuals who become members of the YMCA and pay user fees.
- B. The CITY owns the following "City Pools": at Southside Park located at 2115 6th Street in downtown Sacramento, at Tahoe Park located at 3535 59th Street in the Tahoe Park neighborhood, and at Glenn Hall Park located at 5415 Sandburg Drive in the River Park neighborhood. The Southside Park pool offers a swimming and a wading pool and each of the pool complexes have an attached building with restrooms, dressing rooms and an office area. At Glenn Hall, the pool is used by the River Rats Swim Team for practices, which will be operated by the YMCA.
- C. Due to budget deficits, last year the YMCA operated the pool in Southside Park while Tahoe Park pool was closed and the River Park neighborhood subsidized limited operations at Glenn Hall. These pools are not scheduled to be open during the upcoming summer season. The CITY continues to maintain each pool in a "clean and blue" condition, by applying chemicals and maintaining the water levels.
- D. YMCA staff are fully trained and experienced in the operation of pools open to the public and are knowledgeable with regard to the applicable state laws and regulations, national and state safety standards and codes, and county environmental health inspection requirements pertaining to maintenance of pool facilities, handling hazardous pool chemicals, and providing the required number of certified lifeguards for surveillance and to administer first aid and an aquatic facility site supervisor.
- E. YMCA is willing to assume operations of the Southside, Tahoe and Glenn Hall pools for the summer 2013 season at a reduced cost to the CITY so that these pools can be open for public recreation use and for YMCA swim programs that will benefit the community.
- F. In order for YMCA to fund its costs to maintain and operate these City Pools, the fees for swim programs and recreation use may be higher than what CITY charges for the same types of programs and recreation use at its other pools.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual commitments as hereinafter set forth, the Parties enter into this License Agreement for the purpose of establishing each Party's rights and obligations with regard to the use and maintenance of City Pools for the summer 2013 season as follows:

AGREEMENT

1. TERM

This Agreement shall be effective on June 1, 2013 ("Effective Date") and shall expire on September 30, 2013 (the "Term"), unless terminated sooner by either Party, with or without cause and in their sole discretion, by providing at least 10 days advance written notice to the other Party in the manner specified in paragraph 10 and specifying the date of termination.

2. POOL OPERATION SCHEDULE

YMCA intends to operate the Southside, Tahoe and Glenn Hall pools for swim programs and recreational swimming open to the public from June 15, 2013, through September 2, 2013. YMCA will operate these City pools so that they are open to the public for recreational swimming at least three hours per day and at least six days per week between June 15, 2013, and September 2, 2013, when most of the other City pools will be open, subject to the termination rights of the Parties in paragraph 1.

3. USER FEES

Persons using the City Pools under this Agreement may be required to pay to YMCA a user fee, but shall not be required to become a member of the YMCA. The daily user fee for recreational swimming shall not exceed \$2.00 for children under age 18 and \$4.00 for adults. YMCA may set fees for all other swim programs at the City Pools which do not exceed the rates charged for the same programs at its pool at 2021 W Street.

4. CONSIDERATION

In consideration of YMCA's commitment to maintain and operate the City Pools for the summer 2013 season, to provide for public use during recreation swim periods, and to limit the amount of the user fees as set forth in Sections 2 and 3, above, CITY will fund the cost for water and the current amount of pool chemicals CITY supplies to keep these City Pools in a "clean and blue" condition during the summer season, which is a total City in-kind contribution of \$26,500. In addition, CITY will provide payment to YMCA for a portion of its operating costs in the amount of up to \$40,000 for each pool, for a total maximum CITY subsidy of One Hundred and Twenty Thousand Dollars (\$120,000) (the "Operation Subsidy").

The Operation Subsidy amount is based on YMCA's Budget for each pool, attached as

Exhibit A and incorporated herein by this reference. CITY will pay YMCA a deposit of \$10,000 for each pool, for a total of \$30,000, within 30 days from the Effective Date, to fund start-up costs. Within 10 days from the end of each month (June, July, August, and September) of this Agreement, the YMCA will submit to CITY an invoice with documentation to verify the actual costs incurred by YMCA and the total revenues actually received, and the net amount shall be first charged against the deposit and the remaining balance owed shall be paid incrementally over the four month period. CITY shall pay YMCA the amount of the deficit, but not to exceed the foregoing Operating Subsidy amount per pool. Payment shall be made within 30 days from receipt of the invoice with the required documentation. If at the expiration of this Agreement, YMCA's net deficit per pool over the June through September period is less than the amount actually paid by CITY, then YMCA shall remit to City the excess subsidy payment within 30 days from receipt of the CITY's invoice.

5. POOL CONDITION

CITY hereby leases the City Pools to YMCA in their "as is" current condition, and makes no warranty that the condition of each pool complies with the Sacramento County Department of Health requirements or the State Health and Safety Code. Prior to opening each pool to the public or to YMCA members, YMCA and the CITY shall jointly conduct an inspection of the pool and the related equipment and facilities and shall obtain an operational permit from the County to verify that the pool facility is safe for public and YMCA member use in accordance with the Pool Opening Procedures set forth in Exhibit B, which is attached and incorporated herein.

6. POOL OPERATIONS

CITY hereby grants to YMCA the exclusive right to occupy, use, and manage the City Pools during the Term set forth above at no rental cost, as long as YMCA complies with its obligations as set out herein and as follows:

- A. Notification – YMCA shall post notices of the days and hours when each pool is open to the public for recreation swim and the swim programs and pool rentals that are also available to the public. If YMCA changes its planned pool schedule, YMCA shall notify CITY's Contract Manager specified in subsection L below, so that the public is kept informed as to the days and hours when each pool is open to the public.
- B. Operations and Supervision – YMCA shall manage the operations of the City Pools in compliance with all applicable state laws and regulations, national and state safety standards and codes, and in accordance with the City Pools Operations Plan set forth in Exhibit B, along with the following obligations:
 1. Surveillance: All lifeguards must possess a YMCA or Red Cross lifeguarding certificate, lifeguards must be present during all hours of operation, the minimum number of lifeguards per pool users must meet applicable standards and be adequate to maintain continuous surveillance

of all areas of the facility, and the lifeguards shall have no other duties to perform than lifeguarding while on duty. Prior to taking possession of the City Pools under this Agreement, YMCA shall submit to CITY a copy of its operating plan for each pool with regard to the number of lifeguards and other staffing ratios required based on the number and type of pool users (i.e., recreation swim, adult and child swim programs, and pool rentals).

2. Training: All lifeguards must be certified in cardiopulmonary resuscitation (CPR) and first aid at the professional rescuer level, and all lifeguard certificates must be current and in compliance with all national and state safety standards and codes.
3. Pool Manager or Head Lifeguard: A qualified and experienced aquatic facility supervisor must be in charge and present during all hours of operation to ensure that the facility is and remains in compliance with all applicable state Health and Safety Codes and regulations and county environmental health inspection requirements.
4. Facility Maintenance: The Pool Manager or Head Lifeguard shall be responsible for regularly inspecting the pool facilities to insure that all equipment is in good operating condition, the pool water is clear and the main drain can be clearly seen, chlorine levels are maintained at the required parts per million and pH levels so that the pool is continuously disinfected and the bacteria levels do not exceed applicable public health standards, which are the same as for drinking water. The pool and its related facilities shall be maintained by YMCA in a safe and sanitary condition for public use.
5. Facility Inspection: The pool facilities shall be inspected daily before the facility is opened to the public to identify any health or safety hazards, and any such conditions shall be reported to the CITY immediately to determine the proper course of action to remedy the problem and to protect the public.
6. Facility Use: The pool buildings shall be used solely in conjunction with the YMCA's aquatic activities and not in any other manner for any other purposes. Any concessions shall be limited to serving those inside the pool facility and YMCA shall be solely responsible for complying with the rules or laws regarding sales tax.
7. Rules and Regulations/Signage: YMCA shall operate the City Pools in accordance with CITY's aquatic rules and regulations which apply to public use of CITY pools, which CITY has provided to YMCA. All existing signage which sets forth the CITY pool rules and regulations shall remain in place at the pool facility. YMCA shall not place any signage on the pool building or facilities without CITY's prior consent.

8. Emergency Plans: Prior to taking possession of the City Pools under this Agreement, YMCA shall provide to CITY for its approval a copy of YMCA's Emergency Response Plan, Emergency Action Plan and similar documents setting forth the protocols and procedures YMCA staff are required to follow in the event of any type of emergency, including any incidents or injuries.
- C. Supplies and Equipment – YMCA shall be responsible for furnishing all chemicals required for pool maintenance above the current levels furnished by CITY, which the parties agree is not sufficient to allow use of the pool by the public. The parties acknowledge that the cost for pool chemicals is a major operating expenditure after labor costs in YMCA's Budget.
- D. Rentals – Subject to paragraph 2, YMCA may rent the City Pools for private use at fee to be set by YMCA, as long as the YMCA complies with the pool operation obligations set forth in paragraph 6, subsections B and C, above, and YMCA insurance as required in paragraph 13 extends to such pool rentals.
- E. Swim Teams – YMCA shall operate swim teams which have previously been operated and programed by the City and used the City Pools for their practices and meets during times when the pool is not otherwise open to the public for recreational swimming.
- F. Nondiscrimination - YMCA shall not discriminate against any member of the public or community group on the ground of race, color, religion, sex, ancestry, national origin, age, disability, medical condition, marital status, or sexual orientation with regard to YMCA's occupancy, use and management of the City Pools including, without limitation, any person who desires to use the pool for recreation swimming or who may wish to participate in the programs and events sponsored by YMCA at the pool facility. YMCA is also prohibited from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees of YMCA.
- G. Unlawful Activity - YMCA shall not use or allow any use of the City Pools that would constitute a nuisance by permitting or creating offensive odors, loud sounds, a dangerous or noxious trade or business, or an unlawful use. YMCA shall take all reasonable and appropriate actions to prevent any groups or members of the public from loitering or engaging in any nuisance or unlawful conduct in or about the pool. In no event shall YMCA or any of its permittees be allowed to sell or consume alcoholic beverages in the pool facility at any time, nor shall YMCA permit any members of the public under the influence of alcohol or drugs to gain entry into the pool facility.
- H. Compliance with Laws – In its occupancy and use of the City Pools as provided under this Agreement, YMCA shall comply with all applicable federal, state and local laws, regulations and ordinances. If any failure by the YMCA to comply

with such laws, regulations and ordinances results in any fine, penalty, cost, or charge being assessed against CITY, YMCA shall reimburse and indemnify CITY for such cost.

- I. Background Checks – With regard to any volunteers and employees of YMCA who are to perform services at the City Pools in a position having supervisory or disciplinary authority over any minor, YMCA shall first obtain a Department of Justice (DOJ) clearance for all such employees and volunteers. YMCA must submit fingerprints of such persons in a manner authorized by the DOJ and that proof of such DOJ clearance must be provided to the CITY Contract Manager specified in subsection L below, prior to any volunteers or employees working with minors at the pool facility. YMCA shall also provide to CITY a list of the names of its volunteers and employees who work at the pool facility and certify that those volunteers and employees have received a DOJ clearance. Any person who has been convicted of an offense listed in Public Resources Code Section 5164 shall be prohibited from working or performing services at the pool facility.
- J. CITY Access – YMCA shall permit CITY and its employees and authorized agents to enter the City Pools at all reasonable times during pool hours of operation or upon twenty-four (24) hours advance notice for the purpose of inspecting the pool and its related equipment and facilities and determining compliance by YMCA with the requirements of this Agreement and all applicable laws, regulations and permits.
- K. Books and Records – All books, contracts, records, documents and other related papers including, without limitation, financial records (“Books and Records”) of the YMCA with respect to its occupancy, use and rental of the City Pools shall at all times be maintained in reasonable condition for audit and shall be subject to examination by the CITY or its agents. The Books and Records of the operation of the City Pools by YMCA shall be kept in accordance with generally accepted accounting principles. YMCA shall provide CITY with access to its Books and Records during reasonable hours for the purpose of reviewing YMCA’s compliance with the terms of this Agreement.
- L. Reporting - YMCA shall provide the CITY Contract Manager specified below, with a list of the names of its volunteers and employees who work at the City Pools. YMCA shall also contact the CITY Contract Manager in the event of the discovery of any health or safety hazard, any incident of injury or illness, or any improper or illegal action of any person which occurs at a City Pool. Accident reports for any incidents that occur at the pool are to be submitted to the CITY Contract Manager within 24 hours of the incident. All notices and reports with CITY by YMCA as required under this Agreement shall be made or sent as follows:

CITY Contract Manager:
Greg Narramore, Recreational Superintendent

Phone: (916) 808-6095
e-mail: gnarramore@cityofsacramento.org

7. POOL UTILITIES, SERVICES AND MAINTENANCE

With the exception of structural or equipment defects and failures which render a City Pool inoperable or prevent its use as described herein, YMCA shall be solely responsible for the costs of utilities, services, maintenance, and janitorial services for each of the City Pools and its related equipment and facilities during the Term. CITY may invoice YMCA for gas and electric usage if such costs cannot be billed to YMCA directly from the utility companies. The foregoing requirements include the repair and replacement of the pool equipment and facilities necessitated by normal use, but excluding damages caused by vandalism or removal of asbestos or lead paint. However, if a pool becomes inoperable due to structural or equipment defects and failures through no fault of YMCA, YMCA has the option to close the pool and terminate the Agreement as to that pool as provided herein. CITY shall have no liability to YMCA with regard to the condition of each pool and the related equipment and facilities nor shall CITY be obligated to undertake any equipment or facility repairs or replacements. At the termination of this Agreement, each pool and all of the related equipment, facilities, fixtures and supplies shall be returned to CITY in the same condition as of the Effective Date, subject to the foregoing provisions, and CITY may invoice YMCA for any damaged equipment, facilities or fixtures and replacement of supplies and payment shall be owed within 30 days from receipt of a properly documented invoice.

8. SUSPENSION OF USE

Whenever the condition of a City Pool and its related equipment and facilities could expose the public to safety or health hazards or could cause damage to their personal property, YMCA shall immediately discontinue use of that pool and shall prevent public entry until the defects can be remediated and the threat of injury or damage to the public and property no longer exists. If CITY discovers such safety or hazardous conditions at a pool facility, CITY shall have the right to order that pool facility immediately closed until such conditions are remedied or removed by YMCA and/or by CITY.

9. IMPROVEMENTS, LIENS AND TAXES

YMCA shall not undertake any alterations or improvements to the City Pools and related equipment and facilities, install signage, or remove any furniture, fixtures or equipment from the pool facilities without CITY's prior written consent. If CITY permits YMCA to undertake alterations or improvements to the pool facilities, upon expiration or earlier termination of this Agreement, those alterations or improvements which are affixed to the building shall become the property of CITY without any obligation to reimburse YMCA for said costs. YMCA shall not create waste, destroy or modify any improvements or fixtures except as approved by CITY in advance in writing. YMCA shall be liable to CITY for any damages caused to the pool and its related equipment and facilities from any acts or omissions of YMCA and its employees, contractors, and

agents, but excluding normal wear and tear and any acts of vandalism by the public.

YMCA shall pay in full all persons and entities who perform labor or provide materials for the work to be performed by YMCA at the City Pools and shall not permit or suffer any mechanics' or materialmen's liens of any kind or nature to be enforced against CITY's property for such work or materials. YMCA shall indemnify and hold harmless CITY from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or arising from such work done, labor performed, or materials furnished.

YMCA shall be obligated to pay any possessory interest tax levied or assessed by the County Assessor on YMCA's possessory interest in the City Pools under this Agreement.

10. NOTICE

Any communication, other than notices and reports to CITY Contract Manager, as required during the term of this Agreement shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

CITY: City of Sacramento
Parks and Recreation Department
Elizabeth Anderson, Operations Manager
915 I Street, 3rd Floor
Sacramento, CA 95814
916-808-6076

YMCA: YMCA of Superior California
Thomas Lowden, President & CEO
1926 V Street
Sacramento, CA 95818
ilowden@ymcasuperiorcal.org
916-452-9622 x 124

Any Party who desires to change its address for notice may do so by giving notice as described above.

11. NO JOINT VENTURE

It is understood and agreed that each Party is an independent government agency or corporation and that this Agreement shall not create a relationship between CITY and YMCA or its individual members of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent.

12. INDEPENDENT CONTRACTORS

Each Party may assign volunteers and employees or contract with third parties to perform services for the City Pools to meet their respective obligations under this Agreement at their exclusive discretion and the services of such assigned volunteers, employees and third parties shall be at the sole expense of that Party. The assigned personnel of each Party shall not be entitled to any benefits payable to employees of the other Party. This Agreement is for the sole benefit of the Parties hereto and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any term hereof.

13. INSURANCE

During the Term of this Agreement, YMCA shall, at its sole cost and expense, maintain in full force and effect to following insurance coverages. It is understood and agreed by YMCA that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by YMCA in connection with this Agreement.

- A. Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, and premises owned, leased or used by the ORGANIZATION with limits not less than two million dollars (\$2,000,000) per occurrence. The policy shall provide contractual liability, and products and completed operations coverage.
- B. Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the YMCA at the City Pools.
- C. Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation in favor of the CITY.
- D. Additional Insured – The CITY, its officials, employees, volunteers and agents shall be covered by the policy terms or endorsement as additional insureds on the General Liability and Automobile Liability insurance policies, which policies shall be placed with an insurer with a Bests' rating of not less than A.V. CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers. The coverage shall state that YMCA'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. The YMCA's insurance coverage shall be primary insurance as respects the CITY and any insurance or self-insurance maintained by the CITY shall be in excess of the YMCA's insurance and shall not contribute with it.

14. INDEMNITY

YMCA, on its own behalf and behalf of each of its members agrees to fully indemnify, defend, and save harmless, CITY, its officers, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by the CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities arise out of or are in any way connected with YMCA's performance of its rights and obligations under this Agreement, whether or not such Liabilities are caused in part by CITY, its officers, employees and volunteers; provided that the foregoing indemnity does not apply to Liabilities arising from the sole negligence or willful misconduct of CITY, its officers, employees or volunteers. This indemnity provision shall survive the termination of this Agreement.

15. NON-WAIVER

Waiver of any breach of, or default under, this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

16. DISPUTES

The Parties shall attempt to resolve any disputes they may have in good faith, beginning with the representatives listed in Section 10. Should they be unable reach resolution, they shall refer the dispute to the chairs of their respective governing boards, which may appoint a designee, to meet in an attempt to resolve the dispute. Should they be unable to reach resolution, they shall refer the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon the mediator, the Parties will request appointment of a mediator by the American Arbitration Association. Each Party shall pay its own costs and be responsible to pay one-half of the mediator's costs. If a Party is not satisfied with the result of the mediation process, it then may file suit in a court of competent jurisdiction in Sacramento County.

17. ASSIGNMENT PROHIBITED

YMCA may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation of YMCA with the intent of releasing YMCA from its obligations to CITY pursuant to this Agreement shall be void and of no effect.

18. ENTIRE AGREEMENT; MODIFICATION

The Parties have each carefully reviewed this Agreement and have agreed to each term herein. No ambiguity shall be presumed to be construed against either Party. This Agreement contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this Agreement and any other contract or understanding executed by the Parties subsequent to the commencement of this Agreement, the terms of this Agreement shall prevail and be controlling unless such other contract expressly provides to the contrary.

19. AUTHORITY

Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such Party and that all approvals, resolutions and consents which must be obtained to bind such Party have been obtained that no further approvals, acts or consents are required to bind such Party to this Agreement.

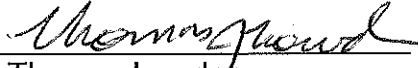

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF SACRAMENTO,
a municipal corporation

**THE YMCA OF SUPERIOR
CALIFORNIA,**
a California non-profit corporation

By: _____
James L. Combs
Director of Parks and Recreation
For: John F. Shirey, City Manager

By: 
Thomas Lowden
President & CEO
By: 
Scott Hagel
Chair, Board of Directors

Attest:

By _____
City Clerk

Approved As To Form:

By 
Senior Deputy City Attorney

**EXHIBIT A
CITY POOLS
SUMMER 2013 YMCA OPERATING BUDGET**

2013 Sac City Pools - Southside Park Budget

<u>revenue</u>	<u>june</u>	<u>july</u>	<u>august</u>	<u>september</u>	<u>total</u>
Lap Swim	\$ 1,000	\$ 1,200	\$ 1,000	\$ 50	\$ 3,250
Swim Lessons	\$ 4,800	\$ 8,600	\$ 4,500	\$ -	\$ 17,900
Water Exercise	\$ 200	\$ 400	\$ 250	\$ -	\$ 850
Open Swim	\$ 2,500	\$ 4,300	\$ 3,100	\$ 200	\$ 10,100
Family Pass	\$ 350	\$ 225	\$ -	\$ -	\$ 575
Rentals	\$ 300	\$ 1,000	\$ 800	\$ -	\$ 2,100
Day Camp	\$ 200	\$ 450	\$ 450	\$ -	\$ 1,100
Re-sale	\$ 400	\$ 500	\$ 500	\$ 50	\$ 1,450

total revenue	\$ 9,750	\$ 16,675	\$ 10,600	\$ 300	\$ 37,325
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<u>expense</u>					
Salaries	\$ 5,545	\$ 18,035	\$ 18,035	\$ 5,545	\$ 47,160
FICA	\$ 424	\$ 1,380	\$ 1,380	\$ 424	\$ 3,608
SUI	\$ 67	\$ 216	\$ 216	\$ 67	\$ 566
Workers Comp	\$ 277	\$ 902	\$ 902	\$ 277	\$ 2,358
Retirement	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Uniform	\$ 550	\$ -	\$ -	\$ -	\$ 550
Rental Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Chemicals	\$ 2,000	\$ 6,000	\$ 5,000	\$ 2,000	\$ 21,000
First Aid	\$ 500	\$ -	\$ -	\$ -	\$ 500
Locker Room Supplies	\$ 500	\$ -	\$ -	\$ -	\$ 500
Cleaning Supplies	\$ 200	\$ -	\$ -	\$ -	\$ 200
Occupancy	\$ 350	\$ 115	\$ 124	\$ -	\$ 589
Capital Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Administration	\$ 950	\$ 2,200	\$ 2,200	\$ 650	\$ 6,000
Office Supplies	\$ 150	\$ -	\$ -	\$ -	\$ 150
Chemical Testing	\$ 50	\$ -	\$ -	\$ -	\$ 50
Insurance	\$ 150	\$ 350	\$ 350	\$ 150	\$ 1,000
Re-Sale Items	\$ 500	\$ 200	\$ 200	\$ -	\$ 900
Advertising/Brochures	\$ 800	\$ -	\$ -	\$ -	\$ 800
Staff Water	\$ 65	\$ 65	\$ 65	\$ 65	\$ 260

total expense	\$ 13,078	\$ 29,463	\$ 28,472	\$ 9,178	\$ 80,191
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Opening Day:	Saturday, June 15			\$ (42,866)
Closing Day:	Monday September 2			
			Chemical Subsidy	\$ 7,000
Staff:	17 guards/instructors		City Subsidy	\$ 40,000
	1 Manager			

2013 Sac City Pools - Tahoe Park Budget

<u>revenue</u>	<u>june</u>	<u>july</u>	<u>august</u>	<u>september</u>	<u>total</u>
Lap Swim	\$0	\$0	\$0	\$0	\$0
Swim Lessons	\$3,600	\$7,200	\$2,400	\$0	\$13,200
Water Exercise	\$250	\$450	\$325	\$0	\$1,025
Open Swim	\$3,000	\$3,800	\$3,000	\$200	\$10,000
Family Pass	\$300	\$200	\$0	\$0	\$500
Rentals	\$150	\$500	\$400	\$0	\$1,050
Day Camp	\$0	\$0	\$0	\$0	\$0
Re-sale	\$400	\$400	\$400	\$50	\$1,250
total revenue	\$ 7,700	\$ 12,550	\$ 6,525	\$ 250	\$ 27,025

<u>expense</u>					
Salaries	\$4,554	\$15,262	\$15,262	\$4,100	\$39,178
FICA	\$348	\$1,168	\$1,168	\$314	\$2,997
SUI	\$55	\$183	\$183	\$49	\$470
Workers Comp	\$180	\$604	\$604	\$162	\$1,551
Retirement	\$0	\$0	\$0	\$0	\$0
Staff Uniform	\$440	\$0	\$0	\$0	\$440
Rental Expense	\$0	\$0	\$0	\$0	\$0
Chemicals	\$3,000	\$7,000	\$7,000	\$3,000	\$20,000
First Aid	\$2,000	\$0	\$0	\$0	\$2,000
Locker Room Supplies	\$600	\$0	\$0	\$0	\$600
Cleaning Supplies	\$200	\$0	\$0	\$0	\$200
Occupancy	\$300	\$100	\$100		\$500
Capital Repairs	\$0	\$0	\$0	\$0	\$0
Administration	\$1,050	\$2,000	\$2,000	\$700	\$5,750
Office Supplies	\$150	\$0	\$0	\$0	\$150
Chemical Testing	\$100	\$0	\$0	\$0	\$100
Insurance	\$150	\$350	\$350	\$150	\$1,000
Re-Sale Items	\$400	\$100	\$100		\$600
Advertising/Brochures	\$800	0	0	0	\$800
Staff Water	\$65	\$65	\$65	\$65	\$260
total expense	\$ 14,392	\$ 26,832	\$ 26,832	\$ 8,540	\$ 76,597
					<u>-\$49,572</u>

Opening Day: Saturday June 15
 Closing Day: Sunday August 25

Chemical Subsidy \$ 9,750
City Subsidy \$ 40,000

Closed on Fridays except open swim

Staff: 12 guards/instructors
 1 manager

2013 Sac City Pools - Glenn Hall Budget

<u>revenue</u>	<u>june</u>	<u>july</u>	<u>august</u>	<u>september</u>	<u>total</u>
Lap Swim	\$1,000	\$1,600	\$1,000	\$100	\$3,700
Swim Lessons/Team	\$3,800	\$6,600	\$3,600	\$0	\$14,000
Water Exercise	\$240	\$440	\$313	\$0	\$993
Open Swim	\$600	\$1,200	\$1,200	\$150	\$2,600
Family Pass	\$290	\$180	\$0	\$0	\$470
Rentals	\$160	\$1,080	\$440	\$0	\$1,680
Day Camp	\$0	\$0	\$0	\$0	\$0
Re-sale	\$29	\$202	\$226	\$0	\$457
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
total revenue	\$ 6,119	\$ 11,302	\$ 6,779	\$ 250	\$ 24,450

<u>expense</u>					
Salaries	\$4,554	\$15,262	\$15,262	\$4,100	\$39,178
FICA	\$348	\$1,168	\$1,168	\$314	\$2,997
SUI	\$55	\$183	\$183	\$49	\$470
Workers Comp	\$180	\$604	\$604	\$162	\$1,551
Retirement	\$0	\$0	\$0	\$0	\$0
Staff Uniform	\$437	\$0	\$0	\$0	\$437
Rental Expense	\$0	\$0	\$0	\$0	\$0
Chemicals	\$2,500	\$7,000	\$7,000	\$2,500	\$19,000
First Aid	\$1,800	\$0	\$0	\$0	\$1,800
Locker Room Supplies	\$600	\$0	\$0	\$0	\$600
Cleaning Supplies	\$200	\$0	\$0	\$0	\$200
Occupancy	\$300	\$100	\$100	\$0	\$500
Capital Repairs	\$0	\$0	\$0	\$0	\$0
Administration	\$1,000	\$2,000	\$2,000	\$650	\$5,650
Office Supplies	\$150	\$0	\$0	\$0	\$150
Chemical Testing	\$100	\$0	\$0	\$0	\$100
Insurance	\$150	\$300	\$300	\$150	\$900
Re-Sale Items	\$400	\$100	\$100	\$0	\$600
Advertising/Brochures	\$800	0	0	0	\$800
Staff Water	\$65	\$65	\$65	\$65	\$260
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
total expense	\$ 13,639	\$ 26,782	\$ 26,782	\$ 7,990	\$ 75,194

-\$50,744

Opening Day: Saturday June 15
 Closing Day: Sunday August 25

Closed on Fridays except open swim

Chemical Subsidy \$ 9,750
City Subsidy \$ 40,000

Staff: 12 guards/instructors
 1 manager

Exhibit B

City of Sacramento and YMCA of Superior California City Pools Operations Plan 2013

This document outlines policies, procedures, rules, and standards for operating City-owned swimming pools and wading pools. This document identifies these under two categories: **Mandated Policies** and **Recommended Best Practices**. The City reserves the right to randomly inspect swimming pool facilities and operations and conduct random audits as outlined in this document.

MANDATED Policies are those rules, procedures, regulations and public safety codes as determined by Federal, State and local laws, and by City-required policies and procedures.

RECOMMENDED Best Practices are those methods, duties, requirements, processes, etc., as tested, suggested and recommended for swimming pool operations.

I. FACILITIES

OPENING THE POOL

MANDATED

A Pool Manager or Assistant Manager, when arriving at the pool, must walk through the entire facility to see if there has been a break-in, if anyone has drowned in the pool overnight, or if any damage or vandalism has been done. The pool should be inspected right away for glass or foreign matter that may have been thrown into the pool.

Damages to the pool facility:

If the Pool Manager or Assistant Manager, upon checking the facility prior to opening, finds that the building was broken into or foreign objects have been thrown into the pool they should inform the City's Ready Response Supervisor. An Incident Report should be completed no matter how small the incident and will be made available to the City of Sacramento within twenty-four (24) hours.

Before the pool is open to the public the following must be completed by YMCA staff:

- Deck must be clean; paper and glass must be picked up and not washed down the drains.
- Remove all debris and foreign matter from the pool surface, bottom, drains, skimmers, and gutters.
- Check the water level of the pool so the water is constantly skimming into the pool gutter/skimers.
- Water chemistry must be checked and maintained within State of California Health Department limits and documented.
- Controllers checked, and chemicals added or changed if needed

- Check all fences and gates for signs of damage or break-ins.
- Complete all State-mandated amusement (Slide/Diving Board) paperwork.
- Complete the opening check list, all items must be observed by the Pool Manager or Head Lifeguard and checked off and dated.

RECOMMENDED

- The pool must be vacuumed if needed.
- Restrooms must be clean and stocked with supplies.

CHEMICAL HANDLING

MANDATED

- Hourly water readings are documented when pool is open to the public (colormetric readings)
- Regular Pump Room maintenance, as provided in City trainings with the YMCA. Only YMCA staff that have been trained and approved by the City of Sacramento aquatics staff will handle chemicals.

WATER SLIDES AND LIFTS

MANDATED

- State mandates through Cal-OSHA for the training of YMCA staff and the required procedures with regards to the operation of water slides.
- The YMCA will be responsible for any fines incurred during QSI audit in regards to staffing requirements.
- Slides must be inspected daily and conditions documented before use by the public.
- Signage, provided by the City, must be put in place daily and maintained in place during operating hours.
- Separation line, provided by the City, must be in place at all times.
- Slide rules must be enforced at all times.
- ADA lifts, provided by the City, must be tested daily before use by the public.

MAINTENANCE DUTIES

RECOMMENDED

Daily Indoor Duties:

- Sweep inside of the building.
- Dump all waste receptacles.
- Hose down or mop dressing rooms and restrooms.
- Hose out or mop the office.
- Disinfect and scrub the toilet facilities and showers.
- Sponge off benches and front counters.
- Check and restock paper supplies in restrooms.

Daily Outdoor Duties:

- Maintain clean walkways and areas adjacent to the pool.
- Water any and all plants inside the fenced-in pool area.
- Scrub tiles around pool.
- Vacuum pool as needed.
- Inspect outside areas as needed.

Weekly Duties:

- Wash windows.
- Wipe all doors, cabinets, shelves, etc.

Staff working alone or when the pool is closed will NOT:

- Allow anyone to enter the pool building or inside the fenced area.
- Allow anyone to use the pool.
- Open the pool house door to anyone.
- Use the pool during work time.

II. LIFEGUARD/STAFFING**STAFFING REQUIREMENTS FOR REC SWIM****MANDATED**

- A Pool Manager or Head Lifeguard must be on-site at all times the pool is open for recreation swim.
- A minimum of two lifeguards will lifeguard the facility at all times the facility is open for recreational swim. Additional lifeguards shall be required based on attendance as set forth below.
 - For special pools, which are wading and play pools and dive tanks, a minimum of one lifeguard shall lifeguard special pools when in use.
- There will be at least one lifeguard positioned in the stand at all times the facility is open.
- Deck guards' primary responsibilities are to cover water areas and be stationed within three (3) feet of the pool edge.
- One lifeguard must be dedicated to slide/flume operations. This lifeguard must be positioned at the top of the slide (State requirements).

RECREATION SWIM RATIOS**MANDATED**

- A minimum of two lifeguards for the first 50 swimmers.
- A third lifeguard is added when the attendance reaches 51.
- A fourth lifeguard is added when the attendance reaches 76+.
- Facilities with Special Pools will always station one lifeguard on the pool when it is in use.
- Slides will have a minimum of one dedicated lifeguard positioned at the top of the slide.

Whenever the pool is being used for special activities/programs, i.e. swim lessons, swim team practices/meets, rentals, lap swimming, etc., there must always be a lifeguard on duty and positioned in a lifeguard stand. All other protocols apply for use of Special Pools and the number of swimmers based upon attendance and if deck guards are needed based on the type of activity and the pool design (visibility).

GENERAL LIFEGUARD RULES AND EXPECTATIONS

MANDATED

1. While guarding, lifeguards shall have no other duties to perform other than to supervise the safety of the pool guests.
2. Lifeguards do not leave their post at any time except for a rescue. If post is to be vacated for any reason, make sure another lifeguard covers it.
3. All lifeguards must constantly scan the pool area: slowly looking back and forth over the pool area checking to see what each swimmer is doing, utilizing the proper Scanning technique (YMCA On the Guard, 5th Edition). A lifeguard must keep from concentrating his/her attention on any one swimmer or area. Lifeguards will scan their assigned areas on 10-second intervals, and always be in position to affect a rescue within 20 seconds (10-20 goal). Scanning should also be from the bottom of the pool to the surface.
4. Lifeguards assigned to deck patrol, will constantly move around his/her assigned area.
5. Lifeguards shall enforce all pool safety rules.

REQUIRED TRAINING SAFETY STAFF

MANDATED

- All staff must receive a Pool Orientation whenever it is the first time they have worked at that facility for that particular season.
- All Lifeguards – Current Lifeguard and CPR for the Professional Rescuer certificate as recognized by the State of California.
- All Lifeguards complete 12 hour pre-opening site specific training at each pool site.
- 2nd year or longer lifeguards must have completed all of 1st year training plus complete Title 22 First Aid, annual Safety Staff Training, as well as Site Specific Training and Pool Orientations
- Complete training on proper lifeguard surveillance techniques which must be documented as competent by Pool Manager before being allowed to lifeguard.

RECURRING TRAINING

MANDATED

Lifeguards/Head Lifeguards and Pool Managers shall complete the following training:

- Weekly in-service training, which includes a 500 yard swim with goal to stay under 12 minutes and two minutes treading water with a 10 lb. brick.
- Weekly Emergency Response/Action Drill training
- Weekly 2 hour in-service training

- Written documentation of recurring training shall be provided to the City of Sacramento upon request.

LIFEGUARD DUTY

MANDATED

All Lifeguards, Assistant Managers and Pool Managers have a legal duty to respond to emergencies in their designated work space (the pool area). You must however, determine for yourself, your own level of safety in responding and respond in a safe and prudent manner, taking into consideration measures to protect your own safety. The duty to respond means that you must respond to any and all emergencies and it is not a discretionary decision.

LIFEGUARD - ROVING (WALKING) AND STAND (ELEVATED)

MANDATED

There will always be one lifeguard located in the appropriate elevated lifeguard stand as determined by the facility specific approved lifeguard location plan, whenever the pool is open and the public is present. Lifeguards who are on Roving/Walking patrol will always be scanning and will not move further than 3 feet from the pool edge.

DRILLS

MANDATED

The YMCA will conduct one emergency drill each week at each pool. The YMCA will document the scheduled safety drill and provide, upon request, copies of the documentation to the City of Sacramento. Pool Managers will post a sign that a drill will be conducted on the day it is scheduled. At the completion of the drill, the Pool Manager will announce to the public that what just occurred was a drill. The Pool Manager will also provide a written critique of the drill. The critique should include staff input and comments.

LIFEGUARDING TECHNIQUES

MANDATED

It is the responsibility of the YMCA to position lifeguards in the appropriate locations. These locations must be such and the number of lifeguards deployed so as to meet the "10/20" goal; which is all guards shall and must be able to recognize a distressed or drowning victim within 10 seconds and respond and make rescue contact within 20 seconds.

Lifeguards must also be especially vigilant in completing the physical head drop technique to assure that no potential victim is at their blind spot directly below their feet and the accompanying parallel peripheral line of sight.

III. EMERGENCY PROTOCOLS

24/7 READY RESPONSE ON-CALL/STANDBY

MANDATED

The City of Sacramento's Aquatics Section has 24/7 ready response capabilities. From Memorial Day through Labor Day, one member of the City's Aquatics Maintenance Team and one member of the Aquatics Supervisory Team is assigned standby duty. YMCA Pool manager or the Aquatics Director shall contact the ready response phone number whenever any unusual (unusual is defined as life threatening emergency, vandalism or breakdown of the facility or facility equipment) incident occurs. The ready response number is **(916) 825-9610**.

- The YMCA shall provide the City of Sacramento a 24/7 contact staff member.

EMERGENCY PREVENTION PLAN

MANDATED

The YMCA shall submit for approval their plan for preventing emergencies from occurring prior to opening a pool for the season. This plan shall include a diagram of lifeguarding stations and areas of coverage for various attendance levels. It shall also include Emergency Response Plans, Action Plans, External Incident Response Plans and Emergency Evacuation Plans as described in detail in the following. Final copies of these will be provided to the City of Sacramento.

WATER CONDITION EMERGENCY & FECAL INCIDENTS

MANDATED

In the case of problems of water quality or fecal incidents, the Ready Response Supervisor shall be notified. The Ready Response supervisor will determine a course of action in consultation with the on-duty and or on/call maintenance staff.

EMERGENCY ACTION PLANS

MANDATED

The YMCA will submit an Emergency Action Plan for each swimming pool to the City of Sacramento. Documentation related to the YMCA staff training on the Emergency Action Plans shall be provided to the City of Sacramento.

RECOMMENDED

The Emergency Action Plan will be rehearsed at least three times using different scenarios and all staff must be orientated to the plan.

EMERGENCY EVACUATION PLAN

MANDATED

The YMCA will submit an Emergency Evacuation Plan to the City of Sacramento for each swimming pool. Documentation related to the YMCA staff training shall be provided to the City of Sacramento.

RECOMMENDED

The Emergency Evacuation Plan will be rehearsed at least one time and all YMCA staff must be orientated to the plan.

REPORTING ACCIDENTS/INCIDENTS

MANDATED

Accident/Injury Reports - Major Injury (defined as requiring EMS response or refusal of care from EMS)

The City of Sacramento ready response supervisor must be immediately notified and a YMCA accident/incident report must be completed and submitted to the YMCA Director of Human Resources and the appropriate office at the City of Sacramento within 24-hours.

RECOMMENDED

Accident/Injury Reports - Minor Injury:

Pool personnel are to fill out an accident report for any minor injury incurred by a guest. Copies of the report shall be provided to the City of Sacramento upon request.

IV. RULES/POLICIES

PERSONAL FLOTATION DEVICES – PFDs

MANDATED

PFDs or lifejackets are allowed to be worn at the pools by non-swimmers or weak swimmers if they are Coast Guard approved Type 1, 2 or 3. With children 6 years old or younger, the PFD must have a crotch strap. Type 1 and Type 2 have a neck support section that stays buoyant and prevents unconscious victim from rolling face down into the water. Swimsuits with built-in floatation that are Coast Guard approved are permitted. No water wings, "floaties," or other type of flotation devices are allowed- NO EXCEPTIONS. A responsible adult must accompany an individual who wear a PFD, regardless of their age.

ADMITTANCE OF SMALL CHILDREN

MANDATED

In the interest of providing the utmost safety for patrons of the pools, staff will not admit any youngsters who are not of sufficient height to stand in the shallow end of the pool, without supporting themselves, with water no deeper than their armpits, unless such youngsters are accompanied by an adult or guardian. The adult or guardian may not have more than three children to supervise and they must stay within arms' reach of the children.

NON-SWIMMERS OR WEAK SWIMMERS

MANDATED

Non-swimmers and weak swimmers must remain in the shallow water area of the pool no deeper than their armpits. In no case are they permitted in deep water. When lifeguards are in doubt of a swimmer's ability, they must ask the participant to take a safety swim test.

ADMITTANCE TO DEEP WATER/USE OF DIVING BOARDS AND SLIDES (SAFETY SWIM TEST)

RECOMMENDED

All swimmers, upon request, must demonstrate good swimming ability to the satisfaction of the lifeguards on duty by swimming across the pool before being allowed to swim in water deeper than their armpits or use the diving boards. When the swimming ability is in doubt, final authority for admittance to deep water rests with the Pool Manager or Head Lifeguard. This will also apply to private pool rentals, school groups and swim days for parks and recreation groups, when deemed necessary by the Pool Manager or Head Lifeguard.

GUEST RULES

THE FOLLOWING ARE NOT ALLOWED

1. Diving in water less than 5 feet deep.
2. Splash dives of any type off of the side.
3. Repetitive, competitive breath holding underwater (hypoxic training).
4. Smoking anywhere in the facility.
5. Use of drugs or alcohol.
6. Swimming in the diving or slide area, when boards or slides are being used.
7. Swimming without a lifeguard present.
8. Unsupervised weak or non-swimmers. Must be accompanied by a responsible individual.
9. Small children entering the pool area without proper supervision.
10. Running anywhere in the facility.
11. Pushing, pulling, wrestling, overt splashing, dunking, or any type of "horseplay" which can be viewed as dangerous or inappropriate.
12. Climbing on or diving from guard chairs (excluding lifeguards).
13. Lying on the edge so close as to cause a tripping hazard to either other guests or staff.
14. Any other actions that staff consider unsafe, potentially dangerous, injurious or non-beneficial to patrons or staff.
15. T-shirts are not allowed.
16. Animals or pets in pool area, except Personal Companion Animals.
17. Street clothes or shoes on the deck or in the pool. Only swim suits or cutoffs that are hemmed and no longer mid-thigh.
18. Entries into the pool building, pool area or the pool itself without appropriate staff on duty.
19. Throwing of any objects.
20. Snapping towels.

21. Use of equipment, except when authorized by professional staff.
22. Climbing, sitting or jumping over fences.
23. Cutting across corners.
24. Calls for help when not in distress.
25. Spitting or spouting water.
26. Glass containers anywhere in the facility.
27. Use of profanity.
28. Disobedience or disrespect of the lifeguards or staff.
29. Wearing prescription glasses or sunglasses into the pool.
30. No goggles, snorkeling equipment, or flotation devices allowed unless first authorized by staff.
31. Use of water slide if less than 48 inches tall or weighing over 300 pounds.
32. No bikes in the facility. Staff bikes may be stored in the office area, out of the way of emergency response.
33. Staff will observe these same rules at all times.

PLAY POOL GUEST RULES AND DISCIPLINE

Children using the pool must be 7 years and under and/or under 48 inches tall.

THE FOLLOWING ARE NOT ALLOWED.

1. No tobacco allowed in or around the pool area.
2. No diving.
3. Eating and drinking are not allowed in the water.
4. No running allowed in or around the pool area.
5. No entry into the pool area or the pool itself without appropriate staff on duty.
6. No animals or pets allowed, except seeing-eye dogs.
7. No glass allowed in or around the pool area.
8. Food and drink are allowed in the pool area but the area must be kept clean and the food must be kept out of the pool. All garbage must be thrown away before leaving.
9. Guests must wear either a swimming suit or hemmed shorts. Shorts must be above the knee. No street clothing of any type is allowed.
10. No pushing, pulling, wrestling, overt slapping, dunking or any other type of "horseplay" which can be judged as dangerous or inappropriate.
11. No throwing of objects.
12. No snapping of towels.
13. No climbing, sitting, or jumping over fences, fountains, or play structures.
14. Disobedience or disrespect of the aquatic staff will not be tolerated.
15. No goggles, snorkeling equipment, or flotation devices allowed, unless first authorized by staff.
16. Any other action the staff considers unsafe, potentially dangerous, injurious, or non-beneficial to patrons or staff.



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CG 82 24
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to SECTION II - WHO IS AN INSURED

5. AUTOMATIC ADDITIONAL INSURED(S)

Additional Insured - Manager or Lessor of Premises

(f) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(f) of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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