

YMCA of the Golden Crescent
POOL MANAGEMENT CONTRACT
(16th Street Pool)
with
The City of Bay City

This Pool Management Contract (hereinafter referred to as the “Contract”) is entered into by and between the YMCA of the Golden Crescent, whose address is 1806 N. Nimitz, Victoria, Texas 77901 (hereinafter referred to as the “YMCA”) and who agrees to manage as an independent contractor, and not an agent or employee, the City of Bay City 16th Street Pool (hereinafter referred to as the “Pool”) owned by the City of Bay City whose address is 1901 Fifth Street, Bay City, Texas 77414 (hereinafter referred to as the “City”) the terms set forth in this Contract.

It is the intent of this Agreement that other than liability and property insurance, the City shall have no further obligation regarding the operation or maintenance of the Pool. The YMCA acknowledges this intent and understands that any funding for the Pool will be provided by third parties or the YMCA and not by City.

The YMCA agrees to perform the following services and to accept the following obligation during the term of the Contract:

1. The YMCA will furnish lifeguards to the facility as they determine are necessary for the legal and proper supervision of all use of the Pool.
2. The YMCA will perform all necessary maintenance and labor on all pool equipment above ground that could be considered ordinary scheduled daily maintenance with respect to the operation of the Pool, including responsibility for new or replacement parts.
3. The YMCA will in all ways maintain the Pool facility, deck and any maintenance of the fenced areas. The City will continue to mow and maintain areas outside of the fence and mow grassy areas inside the fence only.
4. The YMCA will be responsible to maintain the pool within state health standards.
5. The YMCA shall regulate the pool rules and operational hours.
6. Alcoholic beverages are not to be permitted on pool property.
7. The YMCA shall have exclusive use of the pool and shall regulate all individuals entering and leaving the pool area. Any fees collected from third parties shall be paid to YMCA.
8. To the extent it so desires, the YMCA may maintain a concession stand at its own cost and expense and may retain any fees collected.
9. The City shall have no obligations regarding the maintenance or use of the pool during the term of this Agreement.
10. The City and the YMCA agree to provide each other with a certificate of insurance showing coverage in the amounts required on Appendix A. The YMCA agrees to provide the City written

notice of any accident, personal injury and or property damage. The report shall be provided to the City manager immediately or no later than 3 days after the occurrence. YMCA personnel will be made available to the City for questions regarding the incident/accident.

11. The YMCA agrees to indemnify, defend, protect, and hold harmless the City its agency employees from all liability, responsibility, or losses arising out of any accident, injury or claim that may result from YMCA’s management of the Pool.

12. The City agrees to indemnify, defend, protect, and hold harmless the YMCA from liability, responsibility or loss arising out of any negligent act or omission or any willful wrongdoing on the part of the City or any agent or employee of the City.

13. Insurance Requirements are outlined in Exhibit “A”.

14. Termination on Notice: Either party hereto may terminate this Agreement at any time by giving sixty (60) days written notice to the other party.

15. Attorneys’ Fees and Costs: If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and costs, which may be set by the court in the same action or a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

16. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action at law or in equity shall be proper in the State Courts of Matagorda County.

17. This Contract shall be in force from October 1, 2024 to September 30, 2025.

Executed in duplicate counterparts by the duly authorized representatives of the respective parties, to be effective the 1st day of October, 2024.

Robert K. Nelson
Mayor, City Bay City

W. Oliver
Executive Director
YMCA of the Golden Crescent

EXHIBIT "A"

INSURANCE PROVISIONS

Below are listed the provisions required for all leases, agreements, and contracts between the YMCA and non-YMCA groups. Proof of insurance must be exchanged at least two weeks prior to the beginning of Aquatic Services.

MINIMUM REQUIREMENTS

1. Workers' Compensation Insurance, including Occupational Diseases in accordance with the laws of Texas and Employer's Liability Insurance with a limit of \$1,000,000.
2. General Liability Insurance, with limits
 - a. Each Occurrence: \$1,000,000
 - b. Operations Aggregate: \$1,000,000
 - c. General Aggregate: \$1,000,000
3. The City of Bay City shall have the YMCA named an additional insured on its General Liability Insurance policies for this Agreement. Also, the City of Bay City policy carriers are required to notify the YMCA within 30 days of any changes and/or if the insurance is cancelled by the City of Bay City.
4. The YMCA shall have the City of Bay City named as additional insured on its General Liability Insurance policies for this Agreement. Also, the YMCA policy carriers are required to notify the City of Bay City within 30 days of any changes and/or if the insurance is cancelled by the YMCA.
5. Professional Liability Insurance may be required depending on the services being provided to the YMCA. Minimum requirements would be \$1,000,000 per occurrence and \$1,000,000 aggregate.
6. It is hereby understood and agreed that any insurance provided by the YMCA in accordance with an agreement, contract, etc., shall be deemed primary insurance and is provided exclusively for activities related to pool.
7. To the extent permitted by law the City of Bay City will defend, hold harmless, and indemnify the YMCA against any claims and losses arising in any way out of their use of the premises, caused by the negligence of the City of Bay City.

_____ Certificate holder must be shown as:

YMCA of the Golden Crescent
Attn: CEO 1806 North Nimitz
Victoria, Texas 77901

City of Bay City
1901 Fifth Street
Bay City, Texas 77414

_____ Certificate holder must be named as an additional insured.

_____ Certificate must be current.