

**YMCA of the Golden Crescent
POOL MANAGEMENT CONTRACT
WITH
The City of Port Lavaca**

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 Port Lavaca Municipal Pool (hereinafter referred to as the "Pool") owned by the City of Port Lavaca whose address is 202 North Virginia Street, Port Lavaca, Texas 77979 (hereinafter referred to as the "City") the terms set forth in this Contract.

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 during the hours of operation as stated in Exhibit A. YMCA guards will be at least 15 years of age with a head guard of at least 17 years of age on duty at all times. Guards will hold current YMCA or American Red Cross Lifesaving certifications and will be certified in CPR and trained in first aid. Qualified Port Lavaca residents shall have a priority consideration in staffing subject to the YMCA's interview and selection process. Previous performance will be considered for all rehires. Staffing must be based on 25 swimmers to one lifeguard.**
- 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. Maintenance, as used herein, does not include responsibility for new or replacement parts. The purchase of any parts, to be paid for by the City which cost in excess of \$50 must be approved in advance by the City.**
- 3. The YMCA will clean the Pool, deck and fenced areas. This includes: checking the PH and chlorine levels by a certified pool maintenance employee, adding chemicals as needed and logging those readings and adjustments hourly during open swim hours; policing grounds; sweeping and hosing off the deck area; bagging trash and placing trash in the dumpster daily; cleaning lavatories daily, keeping pool surface algae free; checking the operating condition of all related equipment; backwashing filters as needed; maintaining lifeguard and pump room in a clean and orderly fashion, and brushing the Pool as needed. Complete vacuuming of the Pool will be performed weekly.**

In the event of fecal contamination, the YMCA will close the pool with notice to the City. The City and the YMCA will be jointly responsible for the preventive action necessary to assure the safety of the YMCA staff and pool users. A minimum closure of three cycles of the filter system is required (longer closure may be required based on the consistency of the fecal matter and directive of the County Health Inspector.) In addition, the pool must be back-washed, vacuumed and shocked with a maximum of 10ppm chlorine prior to reopening.

4. The YMCA will keep the chlorine residual and PH level of pool water within city health standards, using chemicals purchased by the City.
5. The YMCA and the City shall work in conjunction and be responsible for the enforcement of the City's Pool Rules. A copy of rules to be enforced at a YMCA operated pool is attached as **Exhibit B**. The City shall post and maintain a Pool Rules sign.
6. The YMCA will maintain a daily log of significant activities and information, including a usage log, showing Pool usage by hour, water analysis, daily tally as shown in **Exhibit C** which becomes part of this agreement.
7. The YMCA will notify the City of pool related supplies needing to be ordered in reasonable lead time.
8. If the pool is closed due to the weather conditions, the lifeguards will clear the pool area and at least one lifeguard will remain on the pool premises until normal closing hours unless conditions warrant that it is unsafe to stay on the premises or when weather conditions indicate the pool will not reopen the rest of the day. The additional guards may leave the premises, but will be ON CALL at home pending clearing weather.
9. Alcoholic beverages are not to be permitted on pool property.
10. The lifeguard is the authority on the pool deck and in the water. Any disagreement/dispute with the City, it's members/residents or guests where the lifeguard and/or the YMCA is not supported by the City in the enforcement of the guidelines or aquatic facility rules described in this agreement cancels the agreement immediately without penalty to, or recourse from the YMCA. To the extent permitted by law, both the YMCA and the lifeguard are held-harmless with regard to any consequences arising from this termination of agreement and the lifeguard will immediately cease all activity and vacate the premises, unless said lifeguard's vacancy will place any member of the public in danger in any way.
11. The YMCA shall monitor all individuals entering and leaving the pool area. The YMCA will retain all gate fees collected.
12. The YMCA shall maintain the concession stand. The YMCA shall pay all supply costs for the concession stand and retain all fees collected.
13. The YMCA shall have exclusive right to organize and operate swimming lessons. Lessons will be conducted by YMCA swimming instructors, and instructions will be part of the YMCA progressive swimming program. Lessons will follow YMCA guidelines for teacher/student ratios. Lessons will be scheduled during the hours the pool is closed for general swimming for the community. The YMCA shall pay all staffing costs for swim lessons and retain all fees collected.

14. The YMCA can staff parties for residents after regular hours at the rate of \$65 per hour which includes one lifeguard. The YMCA will not staff any party where alcohol will be consumed. No party shall continue past 11:00pm. The YMCA will serve as an agent of the owner for all matters related to resident approved pool rentals. The YMCA shall pay all staffing costs for parties and retain all fees collected.
15. The YMCA staff employed at the Pool has a right to use the Pool for lap swim and training during any hours the pool is closed to the community for recreational swim.
16. The YMCA shall set all user fees with city's consent which can be subject to change in the event there is an increase in the national minimum wage.
17. In the event that this contract is terminated by either party the City may not employ any YMCA staff member employed by the YMCA while this contract was in effect to work in any capacity related to the City pool for a period of six months.

The City agrees to accept the following obligations during the term of the Contract:

1. The City shall provide and/or maintain the following:
 - A. Pay for all chemicals used for pool maintenance
 - B. Will pay for the cost of repairs and replacement of parts and equipment with purchases of over \$50 approved by the City.
 - C. Will maintain landscape.
 - D. Pay for electricity
 - E. Will pay phone bill.
 - F. Will provide cleaning supplies and test kits
 - G. Will provide pre-season maintenance/cleaning and preparation.
 - H. Will work with the YMCA of the Golden Crescent, Inc to promote facilities.
2. If pool hours for the general public approach evening hours, adequate pool lighting must be provided. Proper electrical controls around the pool area are necessary and if present must be GFCI protected.
3. The City agrees to provide an operational phone during all operational hours and the following safety equipment: ring buoy with throw rope, shepherd's crook with a separate pole, backboard with 6 straps, head immobilizer, safety goggles, 3 guard stands and a first aid kit.
4. The City will be responsible for all costs associated with the maintenance and operation of the pool not assumed pursuant to the Contract by the YMCA.
5. The City and the YMCA agree to provide each other with a certificate of insurance showing coverage in the amounts required on Appendix D. 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 personell will be made available to the City for questions regarding the incident/accident.

The YMCA agrees to indemnify, defend, protect, and hold harmless the City it's agency employees from all liability, responsibility, or losses arising out of any accident, injury or claim that may result from YMCA conducted, sponsored or operated events to include swim lessons, parties, or other YMCA events conducted at the Pool.

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.

Insurance Requirements are outlined in Exhibit D

All salaries include workers' compensation, social security, unemployment insurance and travel. The actual salaries will be paid at the discretion of the YMCA.

Termination on Notice: Either party hereto may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party.

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.

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 Calhoun County.

This Contract shall be in force from April 1, 2021 to September 30, 2021.

Executed in duplicate counterparts by the duly authorized representatives of the respective parties, this _____ day of _____, 2021.

**Jack Whitlow
Mayor, City of Port Lavaca**

**Michele Morales
Executive Director
Calhoun CountyYMCA**

EXHIBIT A

HOURS OF OPERATION AND EXPECTED STAFFING WILL BE:

Some adjustments may have to be made due to COVID-19.

Hours of Operation

Sunday	12:00 pm – 6:00pm
Monday	12:00pm-6:00pm
Tuesday	12:00pm-6:00pm 7:00-9:00 Family Swim Only
Wednesday	12:00pm-6:00pm
Thursday	12:00pm-6:00pm 7:00-9:00 Family Swim Only
Friday	12:00pm-6:00pm
Saturday	12:00-6:00pm
Holidays	TBD

EXHIBIT B

General Pool Rules

- Walk, don't run.
- Pushing and rough play are prohibited.
- Deck clearance at least 6 feet from the edge of the pool is required at all times.
- Only plastic containers and toys are allowed in the pool, on the deck and in the locker rooms.
- Non-swimmers must stay in shallow water.
- Keep off the lifelines.
- Use lifelines only for temporary support.
- Breath holding and prolonged underwater swimming is prohibited.
- No Diving
- Shoulder length hair or longer must be tied back or covered by a swim cap.
- All swimmers must shower prior to entering either the water.

Age Restrictions

- Direct supervision by a responsible adult of youth under the age 6 years old and non-swimmers is required.
- Responsible adult supervision required for all children under the age of 12 years old.
- All youth must pass a swim test to enter the deep water.

Flotation Devices and Aquatic Equipment

- Flotation and aquatic equipment may be used if space and safety permit.
- U.S. Coast Guard approved Personal Flotation Devices are preferred. The lifeguard prior to use must approve all other flotation. Inflatable flotation is not permitted.
- Non-swimming youth using flotation devices must be within arms reach of a responsible adult at all times.
- Swimming youth may use flotation devices without adult supervision.
- Aquatic equipment such as kickboards, mask, snorkel and fins, and pull buoys are not allowed in the recreational swim space

Swim Test

- Must swim 20 yards.
- Must tread in deep water for 30 seconds.
- Administered during rest breaks or when an additional staff is available.

Rest Breaks

- A rest break lasting at least 10 minutes must occur hourly.
- Where a single guard is utilized, all swimmers have to exit the pool during the rest breaks.

EXHIBIT C Daily Tally/Water Analysis

DAY: _____

DATE: _____

Pool Admissions	Tally							
Adult	\$							
Child	\$							
Daily Total	\$							
Main Pool								
Hourly Check	Chlorine Big Pool	PH Big Pool	# in Big Pool	# in pool area				Staff Name
9:00 a.m.								
10:00 a.m.								
11:00 a.m.								
12:00 noon								
1:00 p.m.								
2:00 p.m.								
3:00 p.m.								
4:00 p.m.								
5:00 p.m.								
6:00 p.m.								
7:00 p.m.								
Comments or Chemicals Added:								

**EXHIBIT D
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 Port Lavaca shall have the YMCA named an additional insured on their General Liability Insurance policies for any agreement in force. Also, the City of Port Lavaca policy carriers are required to notify the YMCA within 30 days of any changes and/or if the insurance is canceled by the City of Port Lavaca.
4. Professional Liability Insurance may be required depending on the services being provided to the YMCA. Minimum requirements would be \$1,000,000 per occurrence & \$1,000,000 aggregate
5. It is hereby understood and agreed that any insurance provided by the City of Port Lavaca in accordance with an agreement, contract, etc., shall be deemed primary insurance and is provided exclusively for activities related to pool.
6. To the extent permitted by law the City of Port Lavaca 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 Port Lavaca.

_____ Certificate holder must be shown as YMCA of the Golden Crescent
Attn: CEO 1806 North Nimitz, Victoria, Texas 77901
_____ Certificate holder must be named as an additional insured
_____ Certificate must be current.