

September 9, 2016

TO: City Council Member Lynda Roesch, Chair
Parks and Recreation Committee of City Council

FROM: Wayne S. Davis, City Manager *WSD*

SUBJECT: Parks and Recreation Committee Meeting on Monday, September 12, 2016

As a reminder, the Parks and Recreation Committee is scheduled to meet on Monday, September 12, 2016 at 3:30 p.m. at City Hall. Those items to be discussed include:

1. Review of Summer Pool Season and SwimSafe Contract—Staff will be present to discuss the current contract with SwimSafe for the 2017 and 2018 seasons as well as to update the Committee on the 2016 pool season. Please see the attached recommendation from staff.
2. Other Business—The purpose of this agenda item is to provide an opportunity to discuss any issue or ask questions that may be on your mind.

Also attached are the minutes from the February 5, 2016 meeting of your Committee for review and approval at Monday's meeting.

Should you have any questions or concerns pertaining to these topics, or have additional items to be discussed at the meeting, please do not hesitate to contact me.

c: Mayor and City Council Members (3)
Connie Gaylor, Administrative Coordinator
Department Heads
File

AGENDA

**September 12, 2016
Montgomery City Hall
10101 Montgomery Road**

3:30 P.M.

- 1. Call to Order**
- 2. Guests and Residents**
- 3. Communications**
- 4. New Business**
 - a. Review of Summer Pool Season and SwimSafe Contract
- 5. Old Business**
- 6. Approval of Minutes – February 5, 2016**
- 7. Other Business**
- 9. Adjournment**

September 8, 2016

To: Wayne S. Davis, City Manager

From: Brian Riblet, Public Works Director
Julie Machon, Recreation Coordinator 

Subject: Pool Management Contract to Operate Municipal Swimming Pool

Background:

The City of Montgomery has contracted with SwimSafe Pool Management, Inc. for the past several years to provide management operations of the municipal swimming pool including overall management of the pool, staffing of the guards throughout operations, management and staffing of the concessions and front desk staff, and provisions for swim lessons and swim team staff and the scheduling for each. These contracts have also included recommendations for general maintenance as well as opening and winterization duties. A three-year contract was entered into for the period including 2011, 2012, and 2013. Resolution #3, 2014 authorized the City Manager to enter into a contract with SwimSafe Pool Management, Inc. for our current contract including years 2014, 2015, and 2016. This current contract is scheduled to end on October 31, 2016, however, a two-year contract continuation option is available.

The sum of the contract amounts is listed in the table below.

| Year | Contract Amount |
|-------------------|-----------------|
| 2014 | \$122,530 |
| 2015 | \$125,530 |
| 2016 | \$125,530 |
| 2017 continuation | \$125,530 |
| 2018 continuation | \$126,530 |

Financial Impact:

Funds to contract for management of the municipal swimming pool are being proposed in the 275.000.5365 account in the upcoming 2017 – 2021 budget cycle. This is typically where these funds have been captured and utilized to pay for such services. The contract proposal by SwimSafe Pool Management, Inc. indicates no increase in costs for year 2017 and a slight increase of \$1000 for year 2018.

Recommendation:

SwimSafe Pool Management, Inc. has proven to be quick in their responsiveness to issues, proactive in their maintenance of issues, and provide good leadership to their employees including a continuity of staff which enables opportunities for improved customer service levels at the municipal swimming pool.

Staff would recommend that the current contract with SwimSafe Pool Management, Inc. be extended for option years 2017 and 2018 in the amounts of \$125,530 and \$126,530 respectively. If approved, staff would request legislation to be considered at the September 21, 2016 City Council Work Session with final City Council approval being considered at the October 5, 2016 City Council Business Session.



SWIMMING POOL MANAGEMENT AND MAINTENANCE AGREEMENT

This Swimming Pool Management and Maintenance Agreement (the "Agreement") is made and entered into on this 28th day of February, 2014 (the Effective Date") by and between **SWIMSAFE POOL MANAGEMENT, INC.** ("SSPM"), an Ohio Corporation, and **CITY OF MONTGOMERY** ("Client").

PURPOSE OF AGREEMENT

SSPM is in the business of managing, operating and servicing community swimming pools and pool areas.

Client is a community, that owns and operates a community swimming pool and related fixtures, amenities and equipment (the "Pool") for its residents, homeowners and/or members and their guests (collectively, the "Members") and is seeking to retain SSPM to provide pool management, maintenance, operation and related services on its behalf at the Pool.

The purpose of this Agreement is to state the terms and conditions under which SSPM proposes to and will provide Client Pool management, maintenance, operation and other reasonably related services as defined within this Agreement (the "Services").

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. PROPOSAL EXPIRATION OPTION

(a) This document is an offer by SSPM to Client to provide management, maintenance, operation and related services at Client's Pool. The parties agree that, until executed by Client and delivered to SSPM, SSPM shall have no obligation under this Agreement. This offer will lapse if not executed by the Client and returned to SSPM **by the 30th day of January, 2014**. By executing this Agreement (prior to any withdrawal by SSPM), Client agrees that the terms and provisions of this Agreement will become binding upon it and this Agreement will be in full effect for the Term as stated in Section 3(a).

2. COMPENSATION; PAYMENT SCHEDULE AND FEES

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$122,530.00 for 2014, \$125,530.00 for 2015 and 2016** and Client will pay this amount in accordance with the schedule set out in Exhibit "A."

(b) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit "A". Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of two percent (2%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

3. TERM OF AGREEMENT

(a) This Agreement shall commence on the 15th day of February, 2014 and terminate on the 31st day of October, 2016 (the "Term"). SSPM and Client may terminate this Agreement at any time by mutual written agreement upon such terms as shall be set forth in such termination.

4. SCOPE OF SSPM SERVICES

(a) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

- | | | |
|----|------------------|-----------------|
| 1) | FREE CHLORINE | 1.0 TO 5.0 PPM |
| 2) | PH | 7.2 TO 7.8 |
| 3) | TOTAL ALKALINITY | 80 TO 120 PPM |
| 4) | CALCIUM HARDNESS | 150 TO 300 PPM |
| 5) | CYANURIC ACID | LESSTHAN100 PPM |

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log;

(c) OFF-SEASON SERVICES

The Off-Season will begin when the Pool is closed on Labor Day of each year. During the Off-Season, SSPM will complete the following Services as necessary: (a) stacking and storing all Pool furniture; (b) storing all moveable Pool items such as portable lifeguard chairs, ADA ramp, diving boards, planters, etc.; (c) cleaning the guard room, chemical room, concession stand, bathrooms and pump room; (d) winterizing pool and all pools components and systems, concession stand and bathhouse; (e) making on-site inspections at least once a month; (f) picking up trash within fenced Pool area, if necessary; (g) and any other duties listed in the City of Montgomery RFP, the terms which are incorporated herein.

SSPM agrees to use common and accepted winterization techniques. SSPM assumes responsibility for any freeze damage and will repair any damage at SSPM's expense, with the exception of damage due to circumstances beyond SSPM's control.

SSPM shall provide a written review of operations (pool facility, staff, programs, snack bar, etc) to Client at season's end with recommendations for next season.

(d) PRE-SEASON SERVICES

SSPM will prepare the Pool prior to the Swim-Season as reasonably required by completing the following Services including, without limitation: (a) drain, clean and vacuum entire Pool; (b) install chemical control systems; (c) start all pool systems, and check Pool water chemistry and make necessary adjustments to assure proper Water Quality; (d) clean, organize and place furniture around Pool; (e) clean Pool area inside and around fence; (f) clean and stock bathrooms; (g) restock maintenance supplies; and (h) inventory and restock safety equipment, such as MSDS sheets, first aid supplies, and lifeguard equipment; (i) clean and prepare concession stand; (j) stock concession stand; (k) clean and reinstall all moveable equipment, including diving boards, lifeguard stands, funbrellas and ADA ramp; (l) schedule and pass local health department inspection; (m) and any other duties listed in the City of Montgomery RFP, the terms which are incorporated herein

Provided however, that SSPM shall under no circumstances be responsible for any construction, demolition, repair, landscaping or other improvement to the Pool or accessory structures.

(e) **SWIM-SEASON SERVICES**

The Swim-Season will begin when the pool is open on the Saturday of Memorial day weekend of each year. During the Swim-Season, SSPM will reasonably maintain and operate the Pool by completing the following Services: (a) maintain Water Quality of the Pool in accordance with all applicable governmental rules and regulations (b) skim water surface to remove floating matter as necessary, but at least once a day; (c) brush walls of swimming Pool, as needed; (d) clean gutters or skimmers in the Pool; (e) vacuum entire Pool at least once weekly, and more if needed; (f) check pumps, strainers, and filters daily, and backwash and drain filter tanks regularly; (g) clean Pool, the Pool deck and fenced-in grounds, empty trash containers and place trash on curb or in dumpsters for pickup on days designated by Client; (h) clean and maintain restrooms and replenish bathroom supplies; (i) clean and maintain guardroom, chemical room, concession stand and pump room daily with hourly checks; (j) maintain and store in their location all safety and maintenance equipment; (k) organize and keep Pool furniture clean and orderly; (l) enforce Pool rules and regulations; (m) restock concession stand; (n) deposit for Client all collected monies from gate fees and concession stand according to Client specifications; (o) check and record filter pressure gauge readings and flow meter readings daily and take corrective measures as indicated; (p) complete other duties that are specific to Madeira Swim Club operating procedures; (q) clean and maintain charcoal and gas grills, and coordinate refill of propane canisters; (r) all completed Swim Season Duties will be recorded daily in the Pool's log; (s) and any other duties listed in the City of Montgomery RFP, the terms of which are incorporated herein.

CONCESSION STAND. SSPM is responsible for the operation of the concessions for the Pool. It will be responsible for ordering, stocking, inventory control, and daily banking of income. All products purchased will be reimbursed back to SSPM at cost for concessions. A snack bar manager will be hired to oversee the snack bar operation. This person will demonstrate ownership for the snack bar and be responsible for ordering, operations, financial deposits and high standards of cleanliness.

SUPERVISION. SSPM management personnel will inspect the Pool at least five (5) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

SPECIAL EVENTS. SSPM will provide a 4th of July "Splashtacular" event with games and prizes for the City of Montgomery Pool and a Fun Tuesday 3:00 pm activity each Tuesday during the summer, free of charge. SSPM will assign 1-2 staff members to assist the City with these and any other activities, including Luau's, Dogfest, Dive-in Movies, etc. Any other special events that extend beyond the normal hours of operation as listed in Exhibit "B" of this agreement and the RFP, the

terms of which are incorporated herein will be billed at **\$20.00 per hour/per employee needed to staff the event**. If the event is during normal hours of operation, the City would only be billed for additional employees (in addition to the normal staffing) needed to run the event.

5. CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

((a) Cooperation: In order for SSPM to provide the level and quality of Services under this Agreement as expected by Client, SSPM will expect the unconditional and full cooperation of Client. Client therefore agrees to: 1) make available to SSPM personnel access to the Client's Pool facilities as necessary to provide Services; 2) respond to all reasonable requests of SSPM to facilitate performance of the Services; 3) provide good faith cooperation reasonably necessary for SSPM to perform the Services; and 4) comply with all governmental rules and regulations applicable to the Pool.

(b) Client will comply with or provide and maintain the following as the case may be: 1) an approved chemical circulation system to maintain Pool chemistry and Water Quality; 2) a working telephone at the Pool; 3) post all Pool rules and regulations in a conspicuous place and manner; 4) support SSPM in the enforcement of all Pool rules and regulations, which enforcement includes temporary or permanent expulsion from the Pool of any individual who fails to comply with a Pool rule or regulation; 5) deliver a copy of all Pool rules, regulations and guest policies to each Member; 6) all Pool enclosures, fences and gates adjacent to or comprising the Pool area pursuant to all applicable governmental rules and regulations; 7) three (3) sets of keys to all doors and gates; 8) shall provide and maintain the Pool and accessory structures in a safe and reasonable condition and shall foster a safe and cooperative working environment for SSPM's employees during and after regular Pool hours of operation; and 9) at Client's expense, all utilities, telephone service, water, trash collection and concession stand stock.

6. SCHEDULE AND STAFFING

(a) SSPM will provide a pool manager, lifeguards and other personnel as reasonably required to operate the Pool in accordance with the Pool schedules, hours of operation, and staffing requirements as shown on Exhibit "B." Client agrees to not open the Pool outside of the time periods as stated in Exhibit "B" and client, and not SSPM, shall be responsible for any injuries or losses occurring at the Pool outside of SSPM's hours of operation, unless such loss was the result of any negligence, act or omission by SSPM or its personnel. Client further agrees to reimburse SSPM for all additional expenses SSPM incurs to operate or maintain the Pool due to or caused by Client allowing the use of the Pool outside the hours of operation as stated on Exhibit "B."

8. SSPM PERSONNEL

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates, or equivalent Lifeguard Training Certificates as stated by the Ohio Board of Health, such as YMCA, Ellis and Associates or Boy Scouts of America. Managers will have CPO (Certified Pool Operator) certificates and Concession Managers will have Food Handling and Safety training.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t-shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all published and posted rules of the Pool and minimum safety standards. Client agrees to support Lifeguards in enforcing the Pool rules and regulations to provide a safe swimming environment.

9. ADDITIONAL FACILITIES

(a) In addition to the maintenance to be performed upon the Pool, SSPM will maintain a Wading Pool and its pump, filter, and chemical feeders to maintain Water Quality.

(b) Client acknowledges that neither the Wading Pool, parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM. Client has been informed by SSPM that, in order for SSPM to provide life saving services for the Wading Pool, SSPM would be required to provide additional lifeguards at Client's expense thereby increasing the compensation under this Agreement. Consistent with the terms of this Agreement, SSPM shall be responsible for enforcing Pool Rules concerning the use of the Wading Pool, maintaining and repairing the Wading Pool site and equipment, and monitoring water quality within the Wading Pool as a part of the management of the Pool site as set forth herein. SSPM shall not be responsible to post a lifeguard at the Wading Pool nor to provide Staffing for the Wading Pool as a part of Paragraph 6 of this Agreement.

(c) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

10. REPAIRS AND EQUIPMENT

(a) SSPM will supply all necessary personnel and chemicals to provide Services. Because equipment breakdowns cannot always be foreseen, Client agrees that any materials and repairs necessary for the proper operation of the Pool, which are outside the scope of SSPM's Services, shall be charged to Client. SSPM assumes no liability or responsibility for Water Quality or Pool maintenance due to inclement weather, breakdowns of Client's Pool, during periods of repair, or other unforeseen reasons causing damage to the Pool, and SSPM shall not be responsible or liable to Client for a Pool Closing due to a Breakdown or Repair. SSPM will maintain Water Quality by balancing all readings of chemicals to a proper and safe level for swimmers within a reasonable time once repairs have been completed. Should additional services or chemicals be needed to restore the Pool to pre-construction condition, the cost of these services and chemicals will be charged to the Client. SSPM may close the Pool under this Section and Section 7 (Pool Closing) of this Agreement shall apply.

(b) SSPM shall have authority to replace, repair or obtain the services of third parties to replace or repair Pool equipment for all repairs that are equal to or less than \$100.00 without the prior approval of Client. Such items will be billed separately to Client. Client must provide written approval for any repair expected to cost more than \$100.00, except when repairs are immediately required to prevent further damage to the Pool or when SSPM reasonably believes there is an immediate need or emergency situation, or SSPM is unable to reasonably contact Client's Representative.

(c) Any repairs required as the result of SSPM's negligence shall be done at SSPM's expense.

11. DAMAGES DUE TO VANDALISM, WEATHER, AND ACTS OF GOD

(a) SSPM shall not be responsible for any vandalism or mischief, inclement weather or Acts of God which cause damage to the Pool or related facilities, and SSPM shall not be responsible for any additional expenses to restore Pool to working order. SSPM shall report any incidents of vandalism or mischief, or damages caused by inclement weather or Acts of God to Client's Representative prior to undertaking any repairs.

(b) In the event of vandalism or mischief, inclement weather, or Acts of God, SSPM personnel will take steps reasonably necessary to prevent damage to the Pool, but assumes no duty or responsibility for any failure to prevent damage and shall not be held responsible for any damages.

12. CHEMICAL AND MAINTENANCE SUPPLIES

a) SSPM will provide Pool chemicals including **chlorine tablets, liquid chlorine, muriatic acid, stabilizers, calcium chloride, soda ash, soda bicarbonate**, and other chemicals needed for normal Pool operation and to maintain Water Quality in a safe and sanitary manner.

(a) SSPM will provide miscellaneous cleaning and operating supplies including **pool test equipment and reagents, restroom cleaning materials, toilet paper, paper towels, low wattage light bulbs (under 100 watts), trash bags, pool tile cleaner, hand soap, sponges, concession cleaning supplies and paper products**, mops, brooms, and dust pan, commercial skimmer net, Dust mask, Safety goggles, Rubber gloves **and any other items listed in the City of Montgomery RFP, the terms of which are incorporated herein**

13. CLIENT SAFETY AND MAINTENANCE EQUIPMENT

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(a) **Safety Equipment**

Rescue tube (one per lifeguard)
Backboard with appropriate securing material (3 straps/head immobilizer)
Lifeguard Stands
Umbrella for Lifeguard Stand (one per stand)
Ring Buoy and Line
Shepherds Crook
Fiberglass Reach Pole
First aid kit (meeting OSHA standards)
Blood-borne pathogens kit
Fire extinguisher

(b) **Maintenance Equipment and Supplies**

12' – 24' extension pole
Commercial vacuum head
50' commercial 1-1/2" vacuum hose
clock
garden hoses
deck squeegee
trash receptacles (with lids)
flying insect spray, etc.
commercial grade leaf blower

14. SWIMMING LESSONS/SWIM TEAM PROGRAM

(a) SSPM's certified instructors shall provide swimming lessons at the Pool. Each swim lesson student will pay lesson fees to Client and collected by SSPM or through the on-line registration. Client shall retain all revenues from the lessons. Client to set the fee for lessons. All swimming lessons offered by SSPM shall be held outside the normal hours of Pool Operation as listed on Exhibit "B." Swimming lessons will not interfere with the Services SSPM has agreed to provide under this Agreement. The swimming lesson fee schedule and structure is as follows:

(b) Group lessons will be available on the basis of four (4), Two (2) week sessions with classes running for thirty (30) minutes each. No more than six (6) students may be enrolled in each class. The cost of the lesson program is included in this agreement. Swim instructors will be paid one and a half times their regular rate to teach swimming lessons.

(c) The lesson program will offer opportunities for morning and late afternoon participation and follow the general schedule used in 2013. American Red

Cross lesson structure of levels 1-7 will be utilized. The same instructor will be scheduled to teach the entire session. Instructors will have WSI certification.

Private lessons will be available and follow fee schedule or structure as approved by the City of Montgomery. The cost per private swim lesson participant will be billed at **\$17.50 per paid swim lesson participant for Regular Instructors and at \$23.25 per participant for Swimming Coach Instructors**. This cost to be billed to the City of Montgomery.

The cost per swim lesson participant will be billed at **\$17.50 per paid swim lesson participant**. This cost to be billed to the City of Montgomery.

(d) Swim Team coaches will be provided to run the Mako's program. The number of coaches and pay rates will be based upon the size of the Mako's swim team, with input from the Mako's parent board and City's representative. **The actual swim coach pay, plus a 15% mark up to cover workers compensation, payroll taxes, liability insurance and payroll fees** will be billed to the City of Montgomery. No fees will be charged for the lifeguards for swim team practice, swim meets or help with the set up, take down and implementation of swim meets, as this is included in the base contract price. For example, if the Head coach is paid \$2,000.00, Two Asst. Coaches are paid \$1,000.00 each (total \$2,000). Total coach pay would be \$4,000.00. The mark up of 15% for workers comp, payroll taxes, insurance and payroll fees would be \$600.00. The total bill would be $\$4,000 + \$600 = \$4,600.00$ for this scenario.

15. INSURANCE

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, evidence that any and all such coverage is in full force and effect, and acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or cancelled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 2) General Liability Insurance in the amount of \$5,000,000;
- 3) Professional Liability Insurance in the amount of \$5,000,000.

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and

- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each accident and \$1,000,000 each person

16. INDEMNIFICATION

(a) The SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

17. NOTICES

All notices required or permitted under this Agreement shall be deemed given if delivered personally or if mailed by certified mail, return receipt requested, to the address set forth below. Delivery shall be deemed satisfactorily made if such notice is actually received by mail or private courier at such address. If a party changes such address, such party shall notify the other party of it by the notice procedures of this paragraph.

SSPM: SWIMSAFE POOL MANAGEMENT, INC.
PO Box 8127
West Chester, OH 45069-8127
(513) 755-7075

Client: **NAME:** City of Montgomery
ADDRESS: 10101 Montgomery Road Montgomery, OH 45242
TELEPHONE NO.: (513) 891-2424

Each party's designated representative for day-to-day operations and in case of emergencies shall be:

SSPM's Representatives:

Name: Cary Belyea
Phone No.: 513-755-7075

Client's Representative:

Name: Wayne S. Davis
 City Manager
Address: 10101 Montgomery Rd., Montgomery OH 45242
Phone No.: (513) 891-2424

18. ENTIRE AGREEMENT, MODIFICATION AND EFFECT

This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, relationships or negotiations, written or oral. This Agreement may not be modified or amended unless the parties give mutual written consent. This Agreement shall be binding upon and inure to the benefit of SSPM and Client and to their respective successor and assigns.

19. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

20. SERVERABILITY

If a Court of competent jurisdiction invalidates or finds any one or more of the provisions of this Agreement is unenforceable it shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

21. CAPTIONS/ HEADINGS

The captions or headings of this Agreement are for convenience of reference only, and in no way define, describe, extend or limit the scope or intent of this Agreement or the meaning or intent of any provision hereof.

22. WAIVER

The failure of either party to enforce or require performance of any provision in the Agreement shall not operate as a waiver or affect the right of the party to enforce any provision at a later date. Any delay or accommodation of SSPM in the collection of any amounts due under this Agreement, or any amendments or modifications, shall not be a waiver of SSPM's rights to demand payment of any amounts owed by Client under this Agreement.

23. ATTORNEY'S FEES AND COLLECTION COSTS

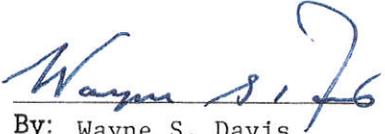
Should either party employ an attorney or third party or be required to institute legal action against the other party to enforce the terms of this Agreement or to collect fees owing pursuant hereto, said party shall be entitled, in addition to all other amounts, to recover it's cost of collections, reasonable attorney's fee, expenses and all costs of court.

EXHIBITS

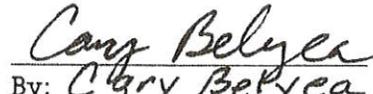
Exhibit "A" - Fee Schedule

Exhibit "B" - Pool Schedule, Hours of Operation, Staffing and Pool Parties

CITY OF MONTGOMERY


By: Wayne S. Davis
Title: City Manager

SWIMSAFE POOL MANAGEMENT


By: Cary Belyea
Title: President
1/17/2014

APPROVED AS TO FORM:

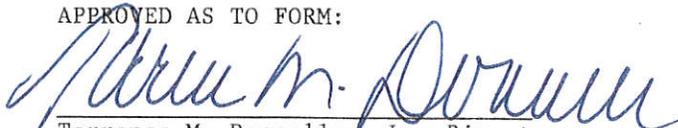

Terrence M. Donnellon, Law Director

EXHIBIT "A"
Proposed Fees and Payment Schedule

CITY OF MONTGOMERY

February 15, 2014
Through
October 31, 2016

| Month | <u>2014</u> | <u>2015/2016</u> |
|--------------|------------------|------------------|
| <hr/> | | |
| January | \$ 2,889.00 | \$ 2,889.00 |
| February | \$ 5,836.00 | \$ 5,836.00 |
| March | \$ 6,497.50 | \$ 6,497.50 |
| April | \$ 6,697.50 | \$ 6,697.50 |
| May | \$ 6,697.50 | \$ 6,697.50 |
| June | \$ 26,069.50 | \$ 27,069.50 |
| July | \$ 26,069.50 | \$ 27,069.50 |
| August | \$ 22,631.00 | \$ 23,631.00 |
| September | \$ 11,745.00 | \$ 11,745.00 |
| October | 7,397.50 | 7,397.50 |
| November | -- | -- |
| <hr/> | | |
| TOTAL | \$122,530 | \$125,530 |

EXHIBIT "B"

Pool Schedule, Hours of Operation, Staffing and Pool Parties

Year 1 - May 24, 2014 through September 1, 2014

Year 2 - May 23, 2015 through September 7, 2015

Year 3 - May 28, 2016 through September 4, 2016

| | Pool Operation | Concession Operation |
|-------------------------|-----------------------|-----------------------------|
| Monday | 11:00 am to 8:00 pm | 11:00 am to 8:00 pm |
| Tuesday | 11:00 am to 8:00 pm | 11:00 am to 8:00 pm |
| Wednesday | 11:00 am to 8:00 pm | 11:00 am to 8:00 pm |
| Thursday | 11:00 am to 8:00 pm | 11:00 am to 8:00 pm |
| Friday | 11:00 am to 8:30 pm | 11:00 am to 8:30 pm |
| Saturday | 10:00 am to 8:30 pm | 10:00 am to 8:30 pm |
| Sunday | 10:00 am to 8:30 pm | 10:00 am to 8:30 pm |
| Memorial Day | 10:00 am to 8:30 pm | 10:00 am to 8:30 pm |
| Labor Day | 10:00 am to 8:30 pm | 10:00 am to 8:30 pm |
| 4 th of July | 10:00 am to 8:30 pm | 10:00 am to 8:30 pm |

Pool hours during school days will be per Sycamore local schools and will be from 3:30 pm to 8:00 pm.

- One (1) Manager or Assistant Manager will be provided during all hours of operation, which includes swim team and swim lessons.
- Five (5) Lifeguards will be provided during all other hours of operation specified above, including school days.
- One (1) Lifeguard will be provided for swim team and swim lessons.
- One (1) Gate attendant will be provided during all hours of pool operation specified above, including swim lessons and the half hour before swim lessons begin.
- Two (2) concession workers to be provided from 12:00 noon to 4:00 pm on days where the temperature is above 85 degrees.
- One (1) concession worker will be provided during all other hours of operation specified above.
- Swim Coaches will be provided to administer the Makos swim team program.
- Staff will be provided for up to (4) home Swim Meets.

RESOLUTION NO. 3 , 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH SWIM SAFE POOL MANAGEMENT, INC.
FOR PROFESSIONAL SERVICES RELATED TO THE OPERATION
AND MANAGEMENT OF THE MONTGOMERY MUNICIPAL POOL**

WHEREAS, Section 9.03 of Article IX of the Charter of the City of Montgomery, Ohio, provides the method under which the City Manager shall make certain purchases and enter into contracts on behalf of the City; and

WHEREAS, it is appropriate to provide contract authority for professional services that are generally not subject to competitive bidding but will exceed a total of \$25,000 in a calendar year; and

WHEREAS, the Administration did issue a Request for Proposals to consider professional services for the operations of the swimming pool and has reviewed such proposals and recommends a contract with Swim Safe Pool Management, Inc.; and

WHEREAS, it is the desire of the Council of the City of Montgomery to enter into a contract with Swim Safe Pool Management, Inc. to perform professional services related to the operation and management of the Montgomery Municipal Pool for the years 2014, 2015 and 2016, with the City retaining the option to terminate the agreement before either the second or third calendar seasons.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Montgomery, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into a contract with Swim Safe Pool Management, Inc. for professional services to the City of Montgomery for the years 2014, 2015 and 2016 according to the contract submitted by

Swim Safe Pool Management, Inc. The City shall retain the option in its discretion to terminate the contract before either the 2015 or 2016 season.

SECTION 2. The City Manager is hereby authorized to pay Swim Safe Pool Management, Inc. according to the rates set forth in said contract.

SECTION 3. This Resolution shall be in full force and effect from and after its passage.

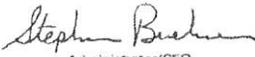
PASSED: January 8, 2014

ATTEST: Susan J. Hamm
Susan J. Hamm, Clerk of Council

Todd A. Steinbrink
Todd A. Steinbrink, Mayor

APPROVED AS TO FORM:

Terrence M. Donnellon
Terrence M. Donnellon, Law Director

| | | | |
|---|--|--|--|
| Ohio | Bureau of Workers' Compensation | 30 W. Spring St. Columbus, OH 43215 | |
| | | Certificate of Premium Payment | |
| This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC. | | | |
| This certificate must be conspicuously posted. | | | |
| Policy No. and Employer | | Period Specified Below | |
| 1486827 | | 07/01/2013 Thru 02/28/2014 | |
| SWIM SAFE POOL MANAGEMENT INC 8085 TYLERS CIR WEST CHESTER, OH 45069-2088 | | | |
| ohiobwc.com | |  Administrator/CEO | |
| You can reproduce this certificate as needed. | | | |

| | |
|---|---|
| Ohio Bureau of Workers' Compensation | |
| Required Posting | |
| <p>Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.</p> <p>The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.</p> | |
| Ohio | Bureau of Workers' Compensation <small>You must post this language with the certificate of premium payment.</small> |
| DP-29 BWC-1629 7/7/08 | |



CERTIFICATE OF LIABILITY INSURANCE

SWIMPOO-01 BSDEGARO

DATE (MM/DD/YYYY)

1/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
1 W. 4th Street, Suite 1300
Cincinnati, OH 45202

| | | |
|-------------------------------|--|----------------|
| CONTACT NAME: | Brenda Degaro | |
| PHONE (A/C, No, Ext): | (513) 977-3100 | FAX (A/C, No): |
| E-MAIL ADDRESS: | brenda_degaro@ajg.com | |
| INSURER(S) AFFORDING COVERAGE | | |
| INSURER A: | Cincinnati Specialty Underwriters Ins Co | NAIC # 13037 |
| INSURER B: | Cincinnati Insurance Company | 10677 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
SwimSafe Pool Management, Inc.
Attn: Cary Belyea
P.O. Box 8127
West Chester, OH 45069-8127

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional-Include <input checked="" type="checkbox"/> OH Stop Gap-Defense GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY | | CSU0006166 | 1/20/2014 | 1/20/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ENP 0008359 | 1/20/2014 | 1/20/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ | | CSU0016117 | 1/20/2014 | 1/20/2015 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N N / A | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Montgomery is added as an additional insured.

CERTIFICATE HOLDER

City of Montgomery Recreation and Community Relations Director
10101 Montgomery Road
Montgomery, OH 45242

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas R. Dietz

These Minutes are a draft of the proposed minutes from the Parks and Recreation Committee of City Council meeting. They do not represent the official record of proceedings until formally adopted by the Parks and Recreation Committee of City Council. Formal adoption is noted by signature of the Chair within the minutes.

City of Montgomery
Parks and Recreation Committee Minutes
February 5, 2016

Present

Wayne Davis, City Manager
Brian Riblet, Public Works Director
Terry Willenbrink, Public Works Supervisor
Julie Machon, Recreation Coordinator
Julie Kipper, Customer Service Representative
Connie Gaylor, Clerk of Council

Committee Members Present

Lynda Roesch, Chair
Gerri Harbison

Committee Members Absent

Mike Cappel

The Parks and Recreation Committee of Council convened in Council Chambers at 3:40 p.m. with Ms. Roesch presiding.

Review of Swaim Lodge Rates

Mr. Riblet, Public Works Director, stated to the Committee that staff has prepared a rate and amenities comparison of area rental lodges in comparison of Swaim Lodge. Mr. Riblet stated that in 2013, a review of the park rules and regulations, fee schedules, and reservation agreements was conducted and recommendations were made to the Parks and Recreation Committee of Council for approval and included an adjustment to the non-resident weekend rates for Swaim Lodge.

Mr. Riblet stated that through feedback from renters, staff often times receive requests to add a cooking stove within the kitchen, as well as expand counter space to give renters additional options for preparing food when hosting family gatherings, etc. Based on this feedback Julie Kipper, Customer Service Representative, recently conducted a survey of surrounding communities with similar facilities, both public and private, to compare our rental rates as well as amenities offered.

Mr. Riblet stated that costs for proposed upgrades/replacements to enhance the kitchen area within Swaim Lodge would be funded from the 101.317 account of the 2016 Capital Improvement budget and are anticipated to total approximately \$3,500. He also stated that the rental revenue for Swaim Lodge over that past three years has averaged approximately \$15,000 per year. If the proposed rental fees are increased staff would anticipate an approximate increase of \$5,000 annually in revenue.

The Committee discussed the current rates and those of comparable sizes. They also asked staff how many resident versus non-resident rentals there were.

After discussion of usage and proposed rates Mrs. Harbison made a motion to accept the proposed rates as noted on the lodge comparison survey. Ms. Roesch seconded. The Committee unanimously agreed

Review of Municipal Pool Rates

Ms. Machon, Recreation Coordinator and Pool Manager, explained that during the past two pool seasons, staff and SwimSafe staff have received requests from nonresidents to offer a babysitter rate to the Montgomery Community Pool. Currently, Montgomery residents have an option to purchase a pool family membership with a babysitter. The rationale to offer the family with babysitter pool membership

These Minutes are a draft of the proposed minutes from the Parks and Recreation Committee of City Council meeting. They do not represent the official record of proceedings until formally adopted by the Parks and Recreation Committee of City Council. Formal adoption is noted by signature of the Chair within the minutes.

Parks and Recreation Committee of City Council Minutes

February 5, 2016

Page 2.

option only to Montgomery residents has been that Montgomery residents are offered this as a “perk” for being residents of the City.

Ms. Machon believes there has been additional interest in the pool due to the addition of the pool heater during the past two seasons. While we saw an increase in total pool memberships and a substantial increase in daily attendance during the 2014 and 2015 pool seasons, staff does not believe that adding the babysitter option for nonresidents and businesses would provide an overcrowding situation at the pool.

The Committee reviewed the proposed rates and Ms. Roesch inquired if the proposal had been submitted to the Parks and Recreation Commission.

Ms. Machon stated that they had not been submitted.

Mrs. Harbison made a motion to approve the rates subject to the approval of the Parks and Recreation Commission. Ms. Roesch seconded. The Committee unanimously agreed.

Other Business

Ms. Roesch stated that the City could possibly be hosting the 2019 Tree City USA Awards luncheon and advised staff to begin to consider the arrangements as these calendars are set in advance for scheduling purposes.

Mr. Riblet stated that if the City continues in the manner it has in the past that 2019 could mark the 20th year that the City would receive the Growth Award.

Ms. Roesch requested that the April Parks and Recreation Commission be rescheduled from April 11 to April 13.

The Committee asked Ms. Gaylor to contact Council member Cappel to confirm his availability.

Minutes

Mrs. Harbison moved to approve the September 14, 2015 Committee minutes. Ms. Roesch seconded. The Committee unanimously approved the minutes.

Adjournment

Mrs. Harbison moved for adjournment. Ms. Roesch seconded. The Committee unanimously agreed.

The Parks and Recreation Committee of Council meeting was adjourned at 4:02 p.m.

Chair