

Rvsd. 3/15/05

MURPHY PARK POOL SERVICES AGREEMENT

This Pool Services Agreement ("Agreement") is made and entered into by and between **THE CITY OF TAYLOR** ("City") and **THE YMCA OF GREATER WILLIAMSON COUNTY** ("YMCA"), a Texas non-profit corporation.

I. Purpose of Agreement

The purpose of this Agreement is to state the terms and conditions under which the YMCA will provide pool management, operations and maintenance services for The City's Murphy Park swimming pool (the "Pool"), and related services to the City. When used in this Agreement, the term "2005 swim season" or "swim season" means the period commencing with the date established by the City of Taylor for opening of the Pool to use by the residents and local citizens and ending with the date established by the City of Taylor for closing of the pool.

YMCA will accommodate the needs of the various programs of the City by routinely meeting with the City of Taylor or designated staff of the City who will coordinate services and calendars for the benefit of citizens.

II. Pool Hours and Dates

- A. It is acknowledged and agreed that Pool hours have been established as shown per attached schedule Exhibit F, but that these hours and dates may be changed at the City of Taylor's discretion upon reasonable notice to the YMCA. The dates of operation are from Saturday, May 28 to Monday, September 5, 2005.
- B. YMCA retains the option for reserving the pool for lifeguard training prior to opening.

III. Basic Services

The YMCA will provide the following basic services to the City of Taylor for the fees stated in article IV.

A. POOL STAFF

The YMCA will retain staff in sufficient numbers to satisfy its obligations under this Agreement. The YMCA will bear the cost of the services of any staff it retains. At a minimum, the following staff will be provided by the YMCA:

1. Aquatic Director/Pool Manager The YMCA must retain a qualified Aquatic Director with experience in all aspects of pool operations. This individual is a Program Director for the YMCA of Greater Williamson County. The Aquatic Director/Pool Manager is required, at a minimum, to be trained in the operation of all Pool equipment, and to have at least two (2) years prior pool management experience and the following certifications:
 - (a) YMCA Lifeguard or Red Cross Water Safety Instructor ("WSI")
 - (b) Red Cross or American Heart Association CPRPR
 - (c) Red Cross or American Heart Association First Aid

2. Head Lifeguard(s). The YMCA will retain and designate a Head Lifeguard(s). The Head Lifeguard is required, at a minimum, to be trained in the operation of all Pool equipment, and to have at least two (2) years prior lifeguarding experience, and the following certifications:
 - (a) YMCA Lifeguard or Red Cross Water Safety Instructor ("WSI")
 - (b) Red Cross or American Heart Association CPRPR
 - (c) Red Cross or American Heart Association First Aid

3. Lifeguards. All lifeguards must, at a minimum, be sixteen (16) years old or older and the following certifications:
 - (a) YMCA Lifeguard or Red Cross Water Safety Instructor ("WSI")
 - (b) Red Cross or American Heart Association CPRPR
 - (c) Red Cross or American Heart Association First Aid

The YMCA will use its best efforts to recruit, train and hire residents of the City to serve as Lifeguards for the Pool hereunder.

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D. POOL MAINTENANCE

1. The City will provide the YMCA the necessary equipment to clean the pool, including vacuuming, brushing and skimmer maintenance.
2. The City and the YMCA will monitor and maintain proper chemical levels in the Pool in order to insure the safety of all Pool users.
3. The YMCA will test chlorine and PH levels hourly and record results of such tests on the appropriate daily log as shown in Exhibit B.
4. During the time frame covered by this agreement, the City Certified Pool Operator (CPO) with assistance from the YMCA will monitor and maintain proper chemical levels in the Pool in order to insure the safety of all pool users. The CPO will conduct such tests as necessary to comply with all applicable federal, state, and county laws as well as City Ordinances related to safe maintenance and operation of the City's Pool. The City will maintain an adequate supply of required chemicals. The CPO will apply or supervise the application of such chemicals as required to maintain optimum water quality. The YMCA will notify the City CPO of supplies needing to be ordered.
5. The YMCA will conduct daily cleaning of Pool area including: controlling litter around Pool and Pool area; cleaning, maintaining all rest rooms and dressing areas; and, keeping Pool deck and Pool office in a neat and orderly condition. All deck areas will be sprayed clean every third night or more frequently, as needed.
6. The YMCA will inspect grounds, rest rooms and dressing areas hourly.
7. The YMCA will initiate work orders for repairs or maintenance by request to the Community Activities Coordinator, and each work order request will be noted on the daily log maintained by the YMCA.
8. The City will reimburse the YMCA for the actual cost of materials that are needed for safe operation (including safety equipment) for emergencies. Prior approval from the Community Activities Coordinator or City Manager must be obtained if able prior to emergency expenditures are made. Receipts for any items purchased by the YMCA on behalf of the City will be submitted with the next regularly scheduled invoice after purchase of such items unless the cost of the item is less than \$75.00. In this case, receipts may be submitted for immediate reimbursement from petty cash.

E. ADDITIONAL SERVICES--SWIMMING INSTRUCTION.

1. Swimming lessons and other services will be provided at times prior to and after normal operating hours in the following areas:
 - a. Parent-child Swim Instruction:
 - Tuesday - Friday 8:00 - 12:00 am, 6:00 - 8:00 pm
 - b. Pre-school Swim Instruction
 - Tuesday - Friday 8:00 - 12:00 am, 6:00 - 8:00 pm
 - c. School- Age Swim Instruction
 - Tuesday - Friday 8:00 - 12:00 am, 6:00 - 8:00 pm
 - d. Water Aerobics
 - Tuesday - Friday 8:00 - 12:00 am, 6:00 - 8:00 pm
 - e. Pool Parties
 - Tuesday - Saturday evenings 8:00 - 10:00 pm
 - Saturday morning 10:00 - 12:00 am
 - No party will be held the evening of July 4.
 - No parties will be held on Sundays.

Lessons and other services will be conducted on a private contract basis between the YMCA and the individuals. Money derived from these services will go to the YMCA.

IV. Compensation and Billing

The City will pay the YMCA for the services provided under this Agreement as follows:

Except as otherwise provided herein, the YMCA will bill the City in three equal installments for the pool management fee for the period identified in VII. The maximum fee for basic services identified in Section III of this agreement is \$56,495.65. The YMCA will provide invoices to the City on the following dates: May 16, 2005, July 25, 2005, and September 7, 2005. If the pool is closed due to weather conditions, the unavailability of lifeguards or any other reason beyond the control of the YMCA or the City for a period of at least one half the number of regularly scheduled hours for that day, an amount equal to \$52.75 (Operating Crew Hourly Rate) times the total number of hours closed for the day, will be subtracted from each payment made by the City to the YMCA. Calculation of the Operating Crew Hourly Rate (\$52.75) is shown on Exhibit D, which becomes a part of this agreement.

V. Compliance with Applicable Laws

The YMCA will comply with all applicable federal, state, county and city ordinances and regulations in performing all services to be rendered by the YMCA under this Agreement. The City will comply with all applicable federal, state, county and city ordinances and regulations in maintaining the Pool's facilities.

VI. Insurance and Bond

The YMCA is an independent contractor and not an employee of the City hereunder. The YMCA will carry complete, adequate workmen's compensation insurance covering all employees of the YMCA. The YMCA will maintain a policy of liability insurance in the minimum amount of \$1,000,000.00, which will cover performance or nonperformance of its services under this Agreement. Current certificates of all insurance, showing the City as an additional insured, must be submitted to and maintained on file with the City prior to effective date of this agreement.

VII. Term of Agreement; Termination

The term of this Agreement commences on May 23, 2005 and continues until September 5, 2005, unless sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement may be terminated, by either party, for any reason by delivery of at least thirty (30) days' written notice.

VIII. Miscellaneous

This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under it are performable in Williamson County, Texas.

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability does not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

Executed this ___ day of _____, 2005.

The City of Taylor

By: _____

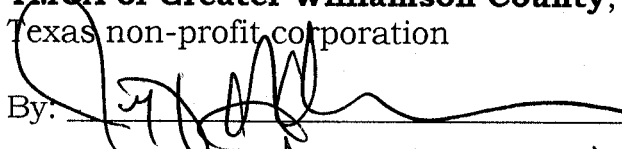
Printed Name: _____

Title: _____

Attest _____

City Clerk

YMCA of Greater Williamson County,
Texas non-profit corporation

By:  _____

Printed Name: JEFF ANDERSON

Title: PRES/CEO.

Exhibit A

Murphy Park Swimming Pool Hours of Operation May 28, 2005-September 5, 2005

		<u>Hours</u>
5-28-05 9-3-05	Saturdays (15 days x 8 hours)	120
5-29-05 9-4-05	Sundays (15 days x 7 hours)	105
5-30-05	Memorial Day (1 day x 8 hours)	8
5-31-05 8-19-05	Tuesday thru Friday (48 days x 8 hours)	384
8-23-05 9-2-05	Tuesday thru Friday (8 days x 4 hours)	32
9-5-05	Labor Day (1 day x 8 hours)	8

Total Operating Hours

657 Hours

Exhibit D
Murphy Park Swimming Pool
Staffing/Expenses -May 28, 2005-September 5, 2005

	<u>HOURS</u>	<u>OCHR</u>	<u>COST</u>	
5-28-05 9-3-05	Saturdays (15 days x 8 hours)	120	\$52.75	\$6,330.00
5-29-05 9-4-05	Sundays (15 days x 7 hours)	105	\$52.75	\$5,538.75
5-30-05	Memorial Day (1 day x 8 hours)	8	\$52.75	\$422.00
5-31-05 8-19-05	Tuesday thru Friday (48 days x 8 hours)	384	\$52.75	\$20,256.00
8-23-05 9-2-05	Tuesday thru Friday (8 days x 4 hours)	32	\$52.75	\$1,688.00
9-05-05	Labor Day (1 day x 8 hours)	8	\$52.75	\$422.00
Total Operating Hours	657 Hours	\$52.75	\$34,656.75	
Pool Prep/In-service	(3 evenings x 2 hours x 12 staff x \$8.50)			\$612.00
	(3 evenings x 2 hours x 3 head guards x \$10.25)			\$184.50
Monday Cleaning	(13 days x 3 hours x 2 staff x \$8.50)			\$663.00
	(13 days x 3 hours x 1 head guard x \$10.25)			\$399.75
Monday In-service	(7 In – service x 1 hour x 10 staff x \$8.50)			\$714.00
	(7 In – service x 1 hour x 2 Head Guards \$10.25)			\$215.25
Pool Closing (8 hours x 5 staff x \$8.50)				\$340.00
Aquatic Director/Pool Manager (Exhibit E)				\$4,200.00
Total Direct Costs				\$41,984.75
Payroll Taxes @ 7.65% of Direct Costs				\$3,211.80
Administrative Costs @ 25% of Direct Costs plus Payroll Taxes				\$11,299.10
				Total Costs \$56,495.65

**Operating Crew Hourly Rate (OCHR) = \$52.75
1 Cashier (\$8.50), 4 Guards (\$8.50), 1 Head Guard (\$10.25)

Exhibit E
Pool Manager
Salary Calculation

14-Week Pool Season: May 28 – September 5, 2005

Duties include:

- Overseeing all operations of the pool (including Robinson Pool)
- Communication with City personnel
- Communication with community
- Hiring of all personnel
- Supervision and evaluation of Head Guards and Lifeguards
- Preparation of work schedules
- On call 7 days a week to ensure smooth running of operation

14 weeks X 20 hours per week X \$15.00 per hour = \$4,200