

AN ORDINANCE AUTHORIZING A MANAGEMENT AGREEMENT FOR THE CAMERON AQUATIC FACILITY BY AND BETWEEN THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI; THE CAMERON PARK BOARD; AND CAMERON REGIONAL YMCA

WHEREAS, the Cameron Park Board has found it to be in the best interest of the City to contract with the YMCA, for a term beginning on the 15th day of May 2014, and ending on the 1st day of September 2014, for the management of its daily operations at the Cameron Aquatic Facility located at 221 Seminary Street in the City of Cameron, Clinton County, Missouri; and

WHEREAS, all entities involved have met and reviewed the Management Agreement and find it to be in the best interest of the general public; and

WHEREAS, the City of Cameron, the Cameron Park Board and the Cameron Regional YMCA have found the arrangements made were satisfactory and all entities are in agreement to continue said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAMERON, CLINTON AND DeKALB COUNTIES, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby authorized to sign the attached Management Agreement by and between the City of Cameron, the Cameron Park Board and the Cameron Regional YMCA, a copy of which is attached hereto and made a part hereof, for the Cameron Aquatic Facility.

Section 2. The Mayor is hereby authorized to sign this Ordinance on behalf of the City of Cameron.

Section 3. The City Clerk is hereby directed to attest to the Mayor's signature.

Section 4. This Ordinance shall be in full force and effect from and after its passage.

Passed and approved on first reading this 7th day of April 2014.

Passed and approved on second reading this 21st day of April 2014.

Passed and approved on third and final reading this 21st day of April 2014.

Mayor Dennis M. Clark

ATTEST:

City Clerk/Finance Clerk

**2014 MANAGEMENT AGREEMENT FOR
THE CAMERON AQUATIC FACILITY**

THIS AGREEMENT made and entered into this _____ day of **April, 2014** by and between the **Cameron Park Board** (“Park Board”), an independent Board operating in the City of Cameron, Missouri, the **City of Cameron, Missouri** (“City”), and the **Cameron Regional YMCA** (“YMCA”).

WITNESSETH:

The Park Board, finding it to be in the best interests of the City to do so, does hereby contract with the YMCA, for a term beginning on the 15th day of May, 2014, and ending on the 1st day of September, 2014, for the management of its daily operations at the Cameron Aquatic Facility and appurtenant structures located at 221 Seminary Street in the City of Cameron, Clinton County, Missouri (hereinafter collectively referred to as “swimming pool”) upon the following terms and conditions:

1. The parties acknowledge that the YMCA is an independent contractor and is not an agent, servant or alter ego of the Park Board or City in its performance of duties which it hereby assumes.
2. The YMCA shall not assign this Agreement or any part thereof in any manner whatsoever or assign any of the privileges recited herein without the prior written consent of the Park Board.
3. The Park Board will pay a Management Fee of \$15,000 to the YMCA. This fee shall be paid in three equal payments the first of July and August and the final payment at the end of the season; no later than 30 days after final inspection of the swimming pool and submission of the year end reports from the YMCA.
4. The Management Fee shall constitute all payment for any administrative time or other overhead costs directly or indirectly related to the management and operation of the swimming pool. The YMCA shall collect and keep all revenues collected for managing the daily operations and pay all expenses associated with managing the operations unless specifically outlined herein.
5. Access and entry into the swimming pool shall be open to the general public and shall be available to any person whomsoever; however the YMCA may deny admittance to any person for disciplinary reasons. The YMCA may not offer any special rates, discounts, or other offers to any persons without prior written consent of the Park Board.
6. The 2014 season shall be daily commencing the Saturday of Memorial Day Weekend through the Sunday before the first day of regular school for the Cameron School District. Additionally, this includes every weekend, Saturdays and Sundays, through Labor Day

weekend.

7. Daily operation of the swimming pool shall include daily hours of 1:00-5:00 pm and 6:00-8:00pm for general open swim use, scheduled pool parties, swim team practices and meets, and Park Board approved YMCA swim lessons, programs or other activities deemed. As well as, the times necessary for the maintenance of the swimming pool and appurtenant structures.
8. Fees for the 2014 season shall be: \$4.00 per person for the afternoon swim, \$2.00 per person for the evening swim and no charge for children ages five and younger. \$80 for individual passes, \$190 for family passes. Family passes are defined as a maximum of four family members; with an additional \$25 fee per additional family member. Pool parties shall be based on an hourly rate of \$90 for 1-25 swimmers, \$115 for 26-50 swimmers, \$130 for 51-100 swimmers, and \$130 plus \$3.00 per person over 100 swimmers.
9. The City of Cameron shall have access, at all times, to all records related to any pool operations, including but not limited to pool testing results, life guard certifications, in-service training records, or any other documents related to the swimming pool operations.
10. Any request for repairs or other maintenance issues shall be made in writing to the city. The City will promptly make any necessary repairs or replacement of items as soon as request is received. Any non-emergency requests made after normal operating hours of City Hall, or requests for service that fall under the scope of the YMCA's responsibility shall be reimbursed by the YMCA to the City at the current rate of each employee utilized in the repair process plus administrative expenses.
11. Any damage, theft or other destruction caused by the negligence of YMCA employees or unapproved behavior of patrons allowed to happen under the YMCA lease term shall be replaced or repaired at the YMCA's sole expense.
12. No locks may be added or changed without the prior consent of the City.
13. The City reserves the right to enter the premises at any time to inspect repair and maintain, as necessary, the premises.
14. If the Cameron YMCA is interested in managing the swimming pool in years subsequent to the year 2014, it shall notify the Park Board, in writing, no later than November 1st of said interest and said statement of interest shall be considered by the Park Board.
15. The YMCA shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:
 - A. No more than thirty (30) days after the end of the YMCA's operation hereunder, the YMCA shall supply to the Park Board an end-of-season report detailing all

programs offered at the pool, the participation in those programs; a report of daily attendance figures, including a detail of the number of cash patrons, pre-paid family and individual pass patrons for both day and evening sessions and a detailed statement of revenues and expenses for the pool during the term hereof.

- B. Furnish on or before the beginning of the term hereof, the following information that shall be approved by the City:
 - a. A written Emergency Action Plan.
 - b. A written Lifeguard Plan; which would include but is not limited to:
The number of lifeguards to be on duty per the number of patrons
In-service frequency and objectives
Lifeguard rotation schedule
 - c. A written copy of the Pool Rules and Conduct.
 - d. Proof of proper certification for all staff required to have such training and certification prior to beginning of said duties.

- C. To hire and supervise all staff in accordance with applicable state and federal employment laws. Ensure all staff is properly certified and trained prior to beginning their duties.

- D. To pay all staffing costs, i.e. salaries, withholding and employment taxes and worker's compensation insurance costs.

- E. To test the water in the pool no less than three (3) times daily when the pool is open: before any programs begin in the morning, mid-afternoon and before evening session. The Park Board and City shall have access to testing results at all times.

- F. To maintain the swimming pool in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government and accepted pool standards.

- G. To maintain the pool deck in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government

- H. To maintain the bathhouse area in its entirety including the entrance, restroom areas, office area and concession area in a clean and hygienic manner and in keeping with standards established by the City and licensing agencies of the State or Federal Government.

- I. To regularly inspect and notify the City of any deficiencies or other safety issues observed requiring attention. Some items may include, but not limited to guard stands and diving board including the steps, all plumbing fixtures, pool deck, doors, fence, items listed in Exhibit "A", and any other pool features.

- J. During the term of this agreement, the YMCA will meet the following insurance provisions:
- a. The YMCA agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the YMCA's staff originating from the operation of the city's swimming pool. The YMCA agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:

Comprehensive General Liability: Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

Workers' Compensation: Statutory requirements.

Employers' Liability: \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

16. The Park Board and City shall have the following duties, which shall be done and accomplished at its cost during the term of this Lease Agreement:
- A. To repair pumps, filters, gauges, and plumbing associated with the operation of the pool.
- B. To provide water and electricity for the normal daily operation of the swimming pool as well as the necessary pool chemicals.
- C. To provide trash removal service by means of a minimum four yard trash dumpster.
- D. To make necessary structural repairs to the shell of the bathhouse, pool deck, grounds and any apparatuses associated with the operation of the pool and pool features such as diving boards, steps, and plumbing fixtures.
- E. If the pool is closed for a major length of time due to structural deficiencies or natural disasters the Board and YMCA shall pay the loss and split remaining revenue based on previous five years. If the pool cannot be opened due to a declaration of water emergency, then this contract shall become null and void and no management fee shall be due and payable.
- F. The City will assume all maintenance responsibilities of the pool and facility commencing after the last daily operation through the end of the season, excluding the days the facility is open for use.

G. During the term of this agreement the City will meet the following insurance provisions:

- a. The City of Cameron agrees to assume any financial obligation resulting from any claim settlement and related fees which originated due to the negligence of the City of Cameron 's staff originating from to the operation of the city's swimming pool. The city of Cameron agrees to provide and keep in full force and effect the following insurance coverages in the following minimum amounts:

Comprehensive General Liability: Minimum limit \$2,000,000 combined single limit for bodily injury and property damage per occurrence.

Workers' Compensation: Statutory requirements.

Employers' Liability: \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit.

H. The Park Board will provide to the YMCA for its use on the premises the items listed in Exhibit 'A' and attached hereto.

Said items will be inspected and condition noted by representatives of both parties before the beginning of the contract term, the first of each month during the term and a final inspection at the end of the contract term. Any item that is missing, damaged or deteriorated more than would be expected by the season's normal use will be repaired or replaced at the sole expense of the YMCA.

This Lease Agreement is binding on the parties hereto, their heirs, executors, administrators, or assigns. All signatories to this Agreement warrant that the execution of this Agreement on behalf of the Cameron Regional YMCA, Park Board and City of Cameron has been duly authorized and approved by the appropriate governing bodies of each entity.

The parties to this Agreement do not condone discrimination with regard to race, color, national origin, religion, sex, age, disability or veteran status in the programs or activities in which they operate.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and first above written.

**CAMERON PARK BOARD
MISSOURI**

CITY OF CAMERON,

By: _____

By:

President

Dated: _____

CAMERON REGIONAL YMCA

By: _____

Executive Director/CEO

Dated: _____

CAMERON REGIONAL YMCA

By: _____

President

Dated: _____

Mayor

Dated: _____

Attest:

By:

City Clerk

Dated: _____