



**AGENDA REPORT**  
**SAN CLEMENTE CITY COUNCIL MEETING**  
 Meeting Date: March 19, 2013

Agenda Item SA  
 Approvals: \_\_\_\_\_  
 Dept. Head B.H.  
 Manager \_\_\_\_\_  
 Admin. Asst. \_\_\_\_\_

**Department:** Beaches, Parks and Recreation  
**Prepared By:** Pamela Passow, Recreation Manager

**Subject:** *SAN CLEMENTE AQUATICS AGREEMENT*

**Background:** San Clemente Aquatics incorporated in 1975 and has provided an opportunity for youth to participate on a swim team in San Clemente for over 37 years. San Clemente Aquatics has practiced at San Clemente High School, Ole Hanson Beach Club and for the past year has made the San Clemente Aquatics Center its home. The group has grown significantly over the years and has more than doubled its enrollment in the past year alone.

Before opening the new aquatics center, staff met with the former president, Sandy Kos, and former Head Coach, Mike Eber to discuss the needs and wants of San Clemente Aquatics and to determine how the City and San Clemente Aquatics could work together in the future. Additionally, Staff (together with Sandy Kos and Mike Eber), attended a two-day work session dedicated specifically to the operation of the new Aquatics Center and the relationship with the then SCAT swim team. Since that time, there have been changes, and staff is now in communications with newly hired Head Coach Keith Kennedy, the former president of the board: Mark Dressel, and board member Todd Rowe. They have endeavored to significantly grow the team this past year, and it is now a very different organization, with greater expectations.

**Summary:** In October, 2012, the Beaches, Parks and Recreation Commission reviewed six applications and gave recommendations for these youth sports organizations to receive Recreation Sports Partnerships and at what level. At that time, the Commission recommended San Clemente Aquatics receive a Junior Partnership status.

After the October Commission meeting, representatives from San Clemente Aquatics met with City staff and brought forward a new proposal that is somewhere between a Junior and Senior Partnership status. At the December 18, 2012 City Council meeting, the City Council directed staff to negotiate with San Clemente Aquatics and to return to the Beaches, Parks and Recreation Commission for a recommendation based on the new proposal and for consideration of a draft agreement.

Staff has met with representatives from San Clemente Aquatics several times in the past few months to discuss their proposal. Several items were deliberated including the signage, fee structure, swim meets, office and storage space, use of City equipment, certifying San Clemente Aquatics coaches as lifeguards, certifying the 50 meter pool as a competition pool, and coordinating the pool schedule. A draft agreement is attached that outlines staff's recommendation (ATTACHMENT A). San Clemente Aquatics was given a draft of the

agreement and an opportunity to respond. As of this writing, there has not been any response from San Clemente Aquatics.

While deliberating with San Clemente Aquatics, staff attempted to balance the needs and wants of the swim team with the public demand for access to the aquatics center. The aquatics center has been operational for a full year and the demand for water space at prime time is high. After school and early evening weekdays is prime time for fall, winter and spring. This is the time that the San Clemente Aquatics practices. Other activities occurring at that time include swim lessons, lap swimming, high school swim or water polo practice, and diving. Summer activities take place all day, seven days a week and include camps, recreation swim, swim lessons, and lap swimming. In addition, non-profits also rent the pools for water polo, swim practices and other water activities year-round.

San Clemente Aquatics is also requesting space for their equipment. Staff has determined that there is space behind the bleachers for temporary storage of equipment. In addition, San Clemente Aquatics has requested office space for the Head Coach. There is not enough space in the building to accommodate this request; therefore, San Clemente Aquatics is requesting to build an office and storage space off of deck at the aquatics center as shown in the agreement under Attachment A. Staff is recommending that the City negotiate with San Clemente Aquatics to lease land pending the Planning and Building Division approval process.

San Clemente Aquatics would like for its coaches to obtain lifeguard certifications. Staff has consulted with the California Joint Powers Insurance Authority (CJPIA), the City's self-insurance provider. Their recommendation is to allow San Clemente Aquatics staff to provide lifeguards only when conducting swim meets with proper insurance, certifications and without shared use of pool space.

San Clemente Aquatics would like to host three swim meets per year. San Clemente Aquatics successfully hosted two swim meets this year (February and March) and plan on having another swim meet in July. In order to not lose revenue and have a lesser impact for the public, staff is encouraging San Clemente Aquatics to host swim meets in non-prime time. Staff is proposing an 80% discount for swim meets held September through May and a 50% discount for swim meets held in prime time between June and August. During the summer prime time, recreation swim, swim lesson participation, and lap swimming usage increases. The amount of revenue lost for a prime time swim meet is significantly higher than at other times of the year. As a result, staff is recommending a 50% discount to recoup some of the fees that would likely be lost during that time frame.

The previous recommendation from the Commission for San Clemente Aquatics was at a Junior Partnership level, which offered a 60% discount on fees. Staff is recommending a 70% discount on lane rentals for swim practices, which amounts to \$7.50 per hour per lane. This will be a 16% reduction in lane rentals from the amounts paid at the Ole Hanson Beach Club.

The new Recreational Sports Partnership policy has increased the amount of revenue the City will receive from the Partner organizations (AYSO, San Clemente Little League, Girls Softball, and South Coast football) That increase has generated funds the can allow a

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reduction in fees for San Clemente Aquatics. In total, the field user groups are paying \$24,368 more than was budgeted for this fiscal year, which is a 12,000% increase in fees. The City budgeted \$90,000 for San Clemente Aquatics and \$2,000 for the Recreational Sports Partners, making a total of \$92,000. With San Clemente's current enrollment and proposed reduced rate, the adjusted estimated revenue for the team is about \$65,220.

Currently, San Clemente Aquatics has 472 participants, with over 90% San Clemente residents. This is an increase of 170 from when it applied for Partnership in the fall of 2012. Its budget in 2011 included \$334,613 in expenditures with 49% spent on administrative costs and revenue of \$317,909. Staff has requested an updated budget with the change in attendance and staffing, but has not received the information to date.

On March 12, 2013 the Beaches, Parks and Recreation Commission will consider the item. Following that consideration, staff will prepare a supplemental report which will be provided with the Commission's recommendations to council.

***Recommended***

- Action:*** Staff recommends that the City Council approve the agreement between the City of San Clemente and San Clemente Aquatics.
- Fiscal Impact:*** The fiscal impact recommended by staff would be a loss of revenue of \$24,780, which could be offset by the increase in revenues of \$24,368 from the youth sports group senior partners renting fields for a total loss of revenue in the amount of \$412.
- Attachments:*** Draft agreement between the City of San Clemente and San Clemente Aquatics
- Notification:*** San Clemente Aquatics



# City of San Clemente

## Beaches, Parks and Recreation Department

### Partnership Agreement for City of San Clemente and San Clemente Aquatics. DRAFT

The agreement represents a Memorandum of Understanding between San Clemente Aquatics, a youth sports organization (herein after as "SCA") and the City of San Clemente (herein after as "CITY") as a Partner for the period of one year. The Department, Beaches, Parks and Recreation Commission (herein after as "Commission") or City Council, may, at any time, for cause, temporarily suspend or revoke SCA's Partnership status and forward to the Commission and/or the City Council for reconsideration of partnership status.

#### PARTNERSHIP REQUIREMENTS

- Be currently registered and active with the State of California as a not-for-profit community organization under Section 501(c)(3) or (c)(4) of the Internal Revenue Code.
- Not be the subject of any pending investigation by any government or administrative agency whether at the City, County, State or Federal level and demonstrated history of adherence to City rules, policies and allocations.
- Carry appropriate commercial and liability insurance with limits no less than the amount determined by City per incident, including appropriate additional insured endorsements in favor of City.
- Demonstrated financial hardship if partnership is denied and the Applicant is required to pay regular rates for use of City amenities, fields, pools and/or facilities.
- Organization shall have open enrollment policy regardless of skill level.
- Organization shall have minimum play rules of 50% play for all participants.
- Demonstrated scholarships provided for those in financial need.
- Organization shall have a "no discrimination" and "no alcohol" policy.
- Supply participant rosters annually to CITY. SCA shall maintain a 90% residency rate.

#### ORGANIZATION REPRESENTATIVES

- One official representative shall be designated by SCA to coordinate the program, pool space and overall agreement with the City. The representative shall have authority to make decisions for the organization, sign applications for pool use, approve billing, and understand the pool operations regarding both scheduling and maintenance, assist with SCA planning of pool and lane space, as well as conflicts if/when they arise.
- SCA is responsible for updating City records when there is a change in the representation or contact information within 30 days.

The City Beaches, Parks and Recreation Department will be the City liaison coordinating all City operations. City responsibilities are designated to the following division and staff position:

- Recreation Division, Aquatics Recreation Coordinator  
987 Avenida Vista Hermosa, San Clemente, CA 92673 (949) 429-8797

*S.A.A.*

## SAN CLEMENTE AQUATICS CENTER RENTAL RATES #2

The following use fees are collected by the Recreation Division. Fees remain in effect and apply to SCA Partnership during the term of this Agreement unless Agreement terminated:

<b>Aquatics Center Rental Rates</b>	<b>Partnership Rental Discounted Rates</b>
Per Lane = \$25 per hour	Per Lane = 70% discount (\$7.50/hour)
Meeting Room = \$150 per hour	Meeting Room = 70% discount (\$45/hour)
Grass Event Space = \$200 per hour	Grass Event Space = 70% discount (\$60/hour)
Swim Meets = \$400 per hour	Off peak=80% discount (\$80 per hour) Peak (June-August)=50% discount (\$200/hour)
Lifeguard Fees = 2 at \$26 per hour	No discount. Only applied when facility is closed.

## AQUATICS CENTER STORAGE AND OFFICE SPACE # 5 & 6

During term of this Agreement SCA is permitted to place a storage bin(s) for equipment and supplies:

- A designated storage space will be provided for SCA to store their supplies behind the bleachers located on the west deck of the 50m pool. SCA is not permitted to store any food, equipment or other belongings at the Aquatics Center without prior City approval. City and SCA shall work cooperatively to install permanent fencing to create a secured storage area between the existing bleachers and existing pool fencing on the west deck of the 50 meter pool, and share costs proportionally
- Head Coach may use a designated locker in the locker room for use and storage. No food or wet towels or clothing may be stored overnight in locker.  
SCA Office and/or Storage Space
- The City shall enter into negotiations with SCA to lease land to SCA to build an office and/or storage space. Office and/or storage space pending approval by City planning building approval process and applicable codes. Land area is shown as attachment A.

## POOL SCHEDULING #10

The City and SCA will meet on a quarterly basis to determine lane allocations. SCA's Representative shall complete the information application requesting needed lane space in advance to assist the City in determining a Master Aquatics Center Calendar.

- Lanes booked for SCA are to be utilized for SCA programs only. SCA shall not sublet pool space or lanes to outside organizations. SCA shall not absorb lanes from City contract classes or City programs that are canceled or moved. All lane allocations shall be included in the rental permit for lane use. This includes grass event space and meeting room usage by SCA.
- SCA shall request only needed lane space, and not over book the lanes.
- Once practices begin, and it is determined SCA that not all lane space is needed, the City will request that SCA relinquish time for other rentals. The City will reciprocate this effort if City classes are canceled or moved, they will offer additional lanes to SCA.
- Partnership offers SCA priority booking of pool lanes, following Community programs and Community contract classes and up to 63% of pool space in the 50m pool (10 lanes) and 30% of pool space in the 25yd pool for practices (2 lanes) Monday through Friday

for a four hour block of time. Additional lanes may be rented based on availability and approval from Aquatics Recreation Coordinator.

- It is the responsibility of SCA to coordinate all pool schedules with their participants and coaches.

#### **SCA TRAINING # 8 & 9**

- Colorado Timing System training was provided on Thursday, February 7<sup>th</sup>, 2013 and a SCA representative attended and recorded/documented the training. There is no certification necessary for the use, only a release waiver agreement holding SCA responsible for the equipment. The release is required each time the equipment is checked out and used. When use is complete the system will be checked in with City staff, any damage to the equipment during its use will be the responsibility of SCA, Only trained SCA representatives and City staff may use the Colorado Timing System equipment
- SCA Coaching staff may receive American Red Cross Lifeguard Training and Certification from the City Contract Class offered on a seasonal basis. Since SCA coaching staff are not City employees, they will not receive City lifeguard status. During SCA practice and swim meets, City lifeguards will be required to lifeguard lap swimmers, swim lessons and other non SCA activities along with being responsible for the opening and closing procedures and pool chemical checks. If SCA chooses to lifeguard swim meets, SCA shall ensure only swim meet participants are in the pool, SCA staff shall be American Red Cross certified lifeguards, and American Red Cross lifeguarding standards shall be followed

#### **POOL SUPPLIES AND STANDARDS**

- The City will provide lane lines, diving blocks and flags for SCA practices and meets. SCA is responsible for any additional equipment they may require upon approval from the City.
- Other City equipment SCA wishes to use, including but not limited to the sound system, tables, chairs, etc. shall be pre-approved by the City and may require an additional cost to SCA. SCA shall request the use of such equipment and/or services a minimum of three (3) business days prior to the use of equipment.
- **50 Meter Pool Competition Guidelines #7**
  - City will attempt to maintain, but has no obligation to maintain, a water temperature between 78 – 82 degrees Fahrenheit = 25.5 – 27.5 degrees Celsius during swim meets.
  - Diving boards will be hinged and locked up out of use, or removed during swim meets. Flags will be provided for swim meets.

#### **POOL CLOSURE PROCEDURES**

When the Aquatics Center must be closed due to inclement weather, maintenance, damage or other conditions needing immediate attention, the Recreation Division will determine the closure term and begin procedures as follows:

- Post closure signs in the Aquatics Center.

- For long term Aquatics Center closure, the City will post it on the City's official website: [www.san-clemente.org](http://www.san-clemente.org).
- SCA will be contacted by email and/or phone to notify them of the closure. Only the primary SCA representatives will be contacted.
- SCA will be responsible to contact their coaches and participants of the closure until reopening the pools.
- SCA agrees to reimburse the City for any and all maintenance costs directly attributed to damage or misuse of the Aquatics Center caused by SCA, including unauthorized alteration of a City site CITY will credit SCA lane space for closures that are not the fault of SCA.

#### **CLEAN UP**

- The Aquatics Center shall be cleaned up after each use by SCA. This includes litter left behind from fans in the bleachers or snack concession stand areas. The City will provide adequate trash containers.
- Materials or wastewater from cleaning up after the event are not permitted to enter the storm drain system (i.e. street gutters or catch basins). SCA shall follow all applicable City policies and codes.

#### **CONCESSIONS**

- SCA may only sell food products to the program participants and fans during the scheduled swim meet dates with approval SCA shall adhere to Orange County Health Department standards for storage and preparation of food items and shall provide the appropriate permits from the Orange County Health Department.
- SCA will not permit children or those under age 18 to operate a BBQ or other appliances or flammable liquids or materials. A barbeque is approved to be used in the grass space adjacent to the pool deck with an approved permit.
- No use of Styro Foam products: The City of San Clemente passed Resolution No. 04-27 on April 20, 2004, prohibiting the use of food service items comprised of expandable polystyrene, commonly referred to by the trade name "Styrofoam." Rental agreements for usage of any City-owned property or facility shall require that renter assume the responsibility for preventing the utilization and/or distribution of expandable polystyrene food service products, commonly referred to by the trade name "Styrofoam", by any attendee or vendor (caterer) utilizing the City property or facility during the term of the rental agreement. Failure to abide by this resolution will result in the automatic denial of future pool rentals.

#### **CROWD CONTROL**

It is the responsibility of SCA to keep registered participants and their fans from engaging in un-sportsman like conduct, such as fighting, or rude and abusive verbal confrontations. If team representatives or meet officials of the meet cannot control the situation, SCA should contact City Staff and/or Orange County Sheriffs Department for assistance.

#### **SWIM MEET AND RENTAL CONDITIONS #3**

SCA is permitted to host three championship regional swim meets per year. SCA will provide make their best effort to host these meets during non-peak times (September-May). As these meets draw significant attendance at one time (200+), the City shall be informed of the dates no less than 8 weeks in advance and consider the potential impacts to the surrounding fields and other pool patrons. SCA needs to give notice of these large events to the Recreation Division by way of application. The Recreation Division will review and coordinate the appropriate meet and rental permits and services, such as planning for additional staffing, overflow parking and sound permits.

#### **GENERAL CONDITIONS FOR SPECIAL EVENTS AND SWIM MEETS**

- All San Clemente Citizens are encouraged to participate in a recycling program. Under the special event policy all special event organizers shall provide recycling containers at the event. Contact Environmental Services at 949-498-9436.
- Section 16-5 of the Municipal Code, prohibits the consumption of alcoholic beverages in public places, including the San Clemente Aquatics Center.
- Amplified sound is subject to enforcement as per the City of San Clemente Noise Ordinance. Sound Permits are required for a PA system, DJ's and live entertainment such as bands that include amplification for the instruments, drums, horns etc. Please review the sound ordinance for your event prior to booking or organizing the program. Applications are reviewed by the City's BPR Department. Per Orange County Fire Authority (OCFA Guideline F-05) an OCFA permit is required to erect or operate a tent or air-supported temporary membrane structure having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. (UFC 105.8t.1). The regulations of the State Fire Marshall for large and small tents, awnings and other fabric enclosures shall also apply. (UFC 320).

#### **TEAM PROMOTIONS #1**

- Half of one trophy case space will be provided to SCA to promote their program and showcase their awards; all displays shall have City prior approval.
- Magazine/Web Space: The City will list SCA each quarter in the Recreation Magazine and City Website in the youth sports section. Space will be limited to information for registration dates, phone numbers and contacts. SCA is responsible for submitting accurate information to the Aquatics Recreation Coordinator prior to the publishing schedule. Additional space in the Recreation Magazine may be available and will be included in the Recreation section of the magazine.
- Printed Materials: SCA will be responsible for all printed promotional materials for the organization practices and meets. The City does not provide for copying of flyers, posters, registration packets or any other printed materials. SCA is encouraged to use the designated City brochure racks located at the Community Center and San Clemente Aquatics Center.
- Team Apparel/Uniforms: SCA will provide a consistent brand and logo to promote their team with team uniforms, jackets, sweatshirts and similar merchandise. Apparel and uniforms should not duplicate the same as colors or design as City staff uniforms in order for the public to clearly identify the difference between City safety staff and SCA representatives



- Banners at the San Clemente Aquatics Center or on the pool deck: SCA can place temporary sponsor banners to be located on the pool deck and on the grass space adjacent to the pool deck during swim meets. Banners shall be removed at the conclusion of the special event/meet #4
- Overhead Banner Reservation: The City has an overhead banner program that is offered to Community Partners for promotional space. Banner fees are \$367 for the banner hanging. Space in the calendar is based on date availability in conjunction with other city programs and partners. Applications are available in November of each calendar year, and processed by January.
- The City logo is not to be used on any promotional materials or merchandise without prior City approval, which approval may be withheld in City's sole and absolute discretion.

#### **SCA ANNUAL CHARITABLE CONTRIBUTION TO POOL MAINTENANCE**

As proposed by SCA, an annual contribution will be made in the following:

- Athlete donation of \$25 per person.
- Annual gift back to the City as determined by SCA.
  - Annual gift back to the City will be given within 60 days of signing the agreement

#### **INDEMNIFICATION AND INSURANCE**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), SCA shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of any SCA participants, officers, agents, employees, representatives, or subcontractors of SCA [collectively, the "SCA ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of SCA's use of the City facilities including but not limited to the San Clemente Aquatics Center Pool, by any of the SCA ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence or willful misconduct of such Indemnitee.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, SCA shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and SCA shall maintain such insurance in effect during the entire term of this Agreement: Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of Two Million Dollars (\$2,000,000) per occurrence for all covered losses, and Four Million Dollars (\$4,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five

Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverage's except surety.
- name and list as additional insured CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insured.
- specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- cover the operations of SCA pursuant to the terms of this Agreement; and
- be written on an occurrence and not a claims made basis.

Original documents sent to:

City of San Clemente  
Risk Management Office  
100 Presidio, San Clemente, CA 92672

One additional copy sent to:

Beaches, Parks and Recreation Department  
987 Avenida Vista Hermosa, San Clemente, CA 92673

## **VIOLATION WARNING PROCEDURE AND DISCIPLINARY POLICY**

**Purpose:** The purpose of this policy is to confirm a commitment between the City and SCA to enhance communications between staff, partners, and the community working within the Municipal Code and pool use agreements and to implement a systematic method of enforcing the Municipal Code and Pool Rules, Use and Allocation Policy.

**Policy:** City of San Clemente reserves the right to cancel or suspend field/facility/pool permits for meets, practices, and other usages, and/or terminate the Partnership Agreement based upon Partner violating the City Municipal Code or the Partnership Agreement. **Commitment:** Pool user organization's Board of Directors will work closely with their volunteer coaches, parents and participants to ensure that each team is following the rules within the established pool use agreements. The Recreation Division will work closely with pool user groups to address concerns and to enhance communications between staff, pool users, and community.

**Outcome:** With the help of SCA, many public pool users concerns and Aquatics Center use policy issues may be eliminated. Understanding that being better neighbors would benefit everyone, the Aquatics Center user organizations have agreed to communicate within their groups to educate participants, coaches and parents to become increasingly more

responsible working within the Municipal Code and Aquatics Center rules, user agreements, especially where traffic, noise, parking, trash and issues are concerned. By enhancing communication all parties involved will benefit.

**Violations:** Violations may constitute a strike against the organization for not following the rules as set forth in this agreement or violating the City's Municipal Codes or Department policies and procedures.

**Notification:** City staff will contact the organization's Representative to discuss the incident or violation. E-mail to the organization's Representative with a copy to the President will follow the telephone conversation confirming the discussion and details of the incident or violation.

**Proposed Resolution and Timeline:** SCA's Representative will work with staff to propose a resolution and define the timeline in which the issue will be resolved. This information will be confirmed in writing to both the organization's Representative and President. If no action is taken by the organization to resolve the issue as described in the resolution section of the attached form, the City may resolve the issue and charge the user organization for any manpower and/or equipment used to resolve the issue. The expenses shall be paid in full by SCA to complete the resolution process.

**Warning Issued:** If no resolution is made prior to the proposed resolution date a warning may be issued to SCA.

- **First Warning:** First warning is activated when activity is documented in direct violation of the City Municipal Code, Partnership Agreement, or Aquatic Center operating policy or rules.

Strike #1: A letter will be written to SCA's president and representative documenting the violation. A report and/or pictures of the violation will be included for reference. The letter will be placed in the group's file. This may be appealed to the Beaches, Parks and Recreation Department Director.

- **Second Warning:** Second warning occurs after a second documented violation within one year from first warning Strike #2: The group will be notified that a City staff member will be assigned to the permitted rental where the violation occurred. The permitted group will be billed for the assigned hours of the staff member at the appropriate rate per hour. The staff member will act as a City representative on duty to monitor activity at the pools and to report further violations to the City. This may be appealed to the Beaches, Parks and Recreation Department Director.

- **Third Warning:** The third documented violation within a one-year (365 days) time frame from the first violation.

Strike #3: Permits and Partnership status will be reviewed and potentially revoked for the remainder of the year and possible loss of future allocation and fee discounts. This may be appealed to the Beaches, Parks and Recreation Director and ultimately appealed to the Commission and/or the City Council.

- **Partnership Status:**

- The Department or Commission may, at any time, for cause, suspend or revoke an Applicant's Partnership status.

- The City Council may, at any time, and without cause, suspend or revoke an Applicant's Partnership status.

**PARTNERSHIP EXPECTATIONS AND LONGEVITY**

- SCA shall adhere to all the policies and procedures of City and cooperate with the Department and City staff to ensure that the purpose of the partnership is met. SCA shall not discriminate against those in its employee, volunteers or participants on account of race, religion, national origin, ethnicity, sexual orientation or gender (except where gender is a bona fide issue for the sports program.)
- SCA shall be required to re-apply for partnership every year by submitting a complete application packet to the Department, followed by Commission consideration, and City Council approval.

This agreement is effective as of the date first written below:

\_\_\_\_\_  
SCA Representatives / Date

\_\_\_\_\_  
City Representatives / Date

\_\_\_\_\_  
SCA Representatives / Date

\_\_\_\_\_  
City Representatives / Date

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