




Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager 
Date: June 8, 2017
Initiated By: Matt Earman, Director of Parks and Recreation
Re: Resolution 48-17 - Authorizing the City Manager to enter into an agreement with Bill Wadley Swim Academy, LLC

Background

The Dublin Community Swim Team (DCST) and the summer Dolphins Swim Team (Dolphins) have been highly popular and valued community programs over several years. The DCST program generally runs in fall/winter (short course) and spring/summer (long course). It has been structured to be consistent with the City's philosophy, primarily focusing on general recreation with abilities for swimmers to expand on their developmental skills and abilities from age six through high school years. Swimming under the USA Swimming League, there is a certain level of competition that exists as participants elevate into the upper tiers of the program; however, there are no exclusionary tryouts to participate in the program.

Alongside the DCST program, the summer Dolphins Swim Team program is also very popular, more socially focused and is solely a recreational program that swims under the local NEW League umbrella. Competing against other local summer leagues at the outdoor pools, this program is led primarily by the coaching staff of the DCST program and provides opportunities for the swimmers to enjoy a more sociable setting of friendship and honing of skills. Given that approximately 70 percent of the DCST swimmers swim for the Dolphins program, it is staff's opinion that these two programs should remain aligned for the benefit of a unified community-wide program.

As the DCST program has evolved over the years, it has been staff's challenge to maintain the primary focus on the recreational components of the program. Each year, staff evaluates the program on multiple criteria and makes adjustments where necessary to keep the program in line with the City's philosophy. Often, the expectations of swimmers and parents of swimmers exceed staff's ability to manage (and coach) the program with a more specialized focus above the recreational levels. The expertise of City staff is primarily in recreational programming administration versus the supervision of coaching expertise, which is a much more dedicated aptitude with a more defined scope.

Recreational programs such as these are typically delivered by the City through means of contracts with individuals, companies or organizations that specialize in such services. In many instances, contracted services provide the opportunity to deliver a higher quality program, and often times in a more cost effective manner. Currently, the City successfully delivers more than 100 recreational programs through contracted services. By doing so, these programs are inventoried as City programs with staff's continued oversight of quality, safety, satisfaction and outcomes to ensure the community's needs are met.

With the historic challenges of the DCST, the recent vacancy of the Swim Team Coordinator/Head Coach position and the program being in mid-cycle provided staff with a unique opportunity to evaluate the program more fully on a holistic level.

From an overall financial perspective, City Council has directed staff to achieve 50 percent cost recovery in the aggregate among all recreational services and programming. Other than the fees established by City Council as part of the City's Fee Ordinance (such as DCRC memberships and passes, facility reservation fees, outdoor pool memberships and passes, etc.) staff administratively manages programming fees in order to achieve the overall cost recovery expectation. Each program is weighed on multiple merits such as the City's recreational philosophy, resident accommodations, core programming, market analysis, community value and many others. Based on the multiple variables, target cost recovery expectations are built into each program fee structure -- with some achieving less than 50 percent and others achieving more than 50 percent - in order to achieve the overall cost recovery rate.

Based on the criteria of the DCST program, the cost recovery target is set at approximately 75 percent overall. Currently, the program achieves an overall cost recovery rate of approximately 60 percent, which has trended much lower over the past few years due to rising staffing, travel and other direct costs associated with the program. Based on these trends and further evaluation of recreational levels versus more competitive levels, staff concluded fees would need to be adjusted to overcome the increase costs, regardless of the direction of the program. Compared to other club fees for comparable swim team programs, the City's program is generally half the cost for participants. In order to align the cost recovery to be more consistent with similar City programs, phased fee increases of 10 percent each year for the recreational swim levels will need to be implemented for the next three years; and increases of 20 percent for the more competitive levels in 2017, 15 percent in 2018 and 10 percent in 2019 (Appendix A – Projected DCTS Swim Team Fees.) As a result of these increases, the DCST program fees will continue to be significantly less than other local club fees, but subsidized at a lower rate to be consistent with other similarly designed programs. As for the Dolphins program the financial recovery is fairly on target, with projected minimal fee increases to occur in 2018 in the amount of \$9 and \$11 for Dublin residents and Dublin School District residents, respectively.

As staff further evaluated the DCST program, the concept of understanding how other local swim team clubs are managed was explored through the solicitation of proposals to invite other clubs to present possibilities of providing a more specialized service to the program. Through a collaborative effort between staff, the DCST Boosters Board and other swim team parents, a review committee was formed to conduct interviews and review each proposal. Based on the outcome of these interviews, the primary "must haves" for the program were determined. They are as follows:

- The program must be based solely in the Dublin Community
- Accommodations for Dublin Residents and Dublin School District Residents only
- Must maintain the Dublin Sea Dragon and Dolphins logo/brand
- Must employ all current assistant coaches for the program
- Dedicated to the Dublin facilities/pools
- The DCST and Dolphins Booster Boards must remain intact
- Must have a reasonable fee structure

Of the four proposals received, the Committee unanimously determined that Bill Wadley Swim Academy, LLC (BWSA) was the best fit for the community, the program and the needs of the swimmers/parents (DCST Boosters Endorsement Letter – Appendix B). Bringing a wealth of experience and passion for swimming, Mr. Wadley is retired Head Coach of The Ohio State University Swim Team. Having a very successful 34-year career coaching in the NCAA Big Ten Division, he is looking forward to providing the coaching level to the existing Assistant Coaches and youth of the community above and beyond what the City can provide. Admired throughout the Central Ohio area, Mr. Wadley also manages a not-for-profit organization providing swim lessons for underprivileged children and has more than 20 years of experience developing the skills of children to enjoy swimming as an athletic, safe and healthy lifestyle.

As part of the implementation of the contract, the expenses (including staffing) related to the swim team programs currently paid by the City will be removed from the City's operating budget. In addition, revenues associated with the DCST and Dolphins program will be collected by BWSA and also removed from the City's operating budget. As noted in the list of "must haves" above, one of the terms of the agreement includes a requirement that each of the existing part-time coaches be retained by BWSA to ensure their current positions transfer with the transition of staffing. Over time, continued employment of Assistant Coaches will be the discretion of BWSA. As a follow up to the Committee's work, staff hosted a meeting with the current Assistant Coaches currently employed by the City and Mr. Wadley to discuss any concerns and respond to questions. Based on the conversations that ensued, the coaches seemed to be optimistic about the direction of the program and openly expressed anticipation of working with Mr. Wadley.

Staff also hosted an all-parent meeting to present the details of the review committee's process, outcome of the reviews and to propose that staff's recommendation was to pursue a service contract with BWSA. Approximately 50 parents attended the meeting, at which Mr. Wadley attended to introduce himself to the parents and allow for questions and discussion among the group. There was much interaction among the parents, staff and Mr. Wadley, with several discussion topics and a variety of questions that were responded to during the meeting. Overall, there was much excitement among the parents about the possibilities that would present themselves as a result of entering into an agreement with BWSA.

Following the parent meeting, staff presented the City's projected fee increases over the next three years at the DCST Booster Board meeting held on May 9, 2017. Whether the City would continue to administer the program or BWSA would be contracted to administer the program, the fee increases would be applied, regardless of the direction moving forward. At this meeting, the Board reviewed the fees and voted unanimously to support the increases. Subsequent to the meeting with the Board, staff communicated the updated fee structure and direction of the program to all the participants' parents via email.

To summarize the financial implications of the attached agreement (Appendix C), the current total annual expenses for the programs combined are approximately \$252,000 with offsetting revenues of approximately \$161,000 annually, which results in a net savings for the City of approximately \$91,000 annually. As part of the service contract, a portion of these funds will be used to compensate BWSA for services to manage and administer the program in the amount of \$70,000 in 2017 and \$50,000 for each of the remaining two years. Within the current operating budget,

existing funds will be transferred from the respective program accounts into the contractual services account in order to accommodate this modification to the current budget.

In summary, execution and implementation of the service agreement with BWSA will reduce the City's costs for the programs by an estimated \$21,000 in 2017 and \$41,000 for each of the remaining two years. While this result was not the intended objective of the agreement with BWSA, it demonstrates that the outcome favors the City financially.

Recommendation

Based on the opportunities, possibilities and positive attributes associated with the direction of these programs, staff recommends approval of Resolution 48-17, authorizing the City Manager to enter into an agreement with Bill Wadley Swim Academy, LLC as contracted service to manage and administer the City of Dublin Community Swim Team and summer Dolphins Swim Team programs.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 48-17 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BILL WADLEY SWIM ACADEMY, LLC FOR THE MANAGEMENT AND ADMINISTRATION OF THE DUBLIN COMMUNITY SWIM TEAM AND SUMMER DOLPHINS SWIM TEAM PROGRAMS

WHEREAS, the Dublin Community Swim Team (DCST) and the summer Dolphins Swim Team (Dolphins) have been highly popular and valued City programs; and

WHEREAS, the City of Dublin staff has primarily focused on the recreational components of these programs; and

WHEREAS, the programs are in need of coaching expertise, which is a much more specialized aptitude with a more defined scope than is being currently offered; and

WHEREAS, the City can provide this level of service through a contractual agreement with a qualified service provider; and

WHEREAS, the City solicited and received four proposals for administering the City's swim programs; and

WHEREAS, through a collaborative effort among staff, the DCST Boosters Board and other swim team parents, a Committee was formed to evaluate the proposals; and

WHEREAS, the Committee unanimously determined that Bill Wadley Swim Academy, LLC was the best fit for the community, the programs and the needs of the swimmers/parents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into an Agreement with Bill Wadley Swim Academy, LLC for the Management and Administration of the Dublin Community Swim Team and summer Dolphins Swim Team Programs

Section 2. This Resolution shall take effect and be in force in accordance with Section 4.04(a) of the Dublin City Charter.

Passed this _____ day of _____, 2017

Mayor – Presiding Officer

ATTEST:

Clerk of Council

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into and effective on this ___ day of June, 2017 ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at 5200 Emerald Parkway, Dublin, Ohio 43017 and Bill Wadley Swim Academy, LLC ("Service Provider"), with an office and principal place of business located at 1062 Oberlin Drive, Columbus, Ohio 43221.

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- C. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Provider shall be entitled to retain copies for Provider's files.

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.

- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence upon execution and shall terminate on December 31, 2019. Dublin may terminate this Agreement at any time by giving Service Provider thirty (90) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

Service Provider shall be in an amount not to exceed \$170,000 over the term of this agreement which shall be paid as follows:

2017 - \$70,000

2018 - \$50,000

2019 - \$50,000

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

VI. Indemnification.

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not

limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any sub consultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the

Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form 1-9) for any Service Provider employee performing services for Dublin.
- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: _____.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 and/or 38 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements

between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[Signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2017.

CITY OF DUBLIN, OHIO

BY: _____
Dana L. McDaniel, City Manager

BY: _____
Department Director

SERVICE PROVIDER

BY: _____
ITS: _____

Approved as to Form:

Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Angel L. Mumma, Director of Finance

Date

EXHIBIT A

Bill Wadley Swim Academy, LLC ("BWSA") shall:

1. Provide services to holistically manage and administer the City of Dublin Community Swim Team, Dublin Sea Dragons, (DCST) "Long Course" that spans from mid-June to early August, and the "Short Course" spanning from September to early June each year; as well as the City of Dublin's summer league swim team program, Dublin Dolphins, (Dolphins) that spans from early June to mid-July each year.
2. Remain qualified to perform such services and maintain all licenses, certifications, and/or other credentials necessary to perform such services, including those posed by the USA Swimming League and North East West League (NEW League), respectively.
3. Ensure that the team design and coaching remains in alignment with the City of Dublin's philosophical priorities for youth sports programming. Recreation programming shall remain the top priority in the management of the DCST and Dolphins programs.
4. Provide all services to participants exclusively through the use of the City of Dublin pools, or as determined by meet schedules that are hosted by other facilities, or unless otherwise agreed to in writing by both parties.
5. Be the only authorized provider to manage and operate the DCST and Dolphins at any City of Dublin location.
6. Appoint and maintain a designee to manage communication with the City of Dublin contract manager.
7. Manage program registrations for DCST and Dolphins. This includes but is not limited to:
 - a. Registration set up
 - b. Marketing of the program
 - c. Registration fee collection
 - d. Participant customer service by handling all program questions and communication to the public
 - e. Registration software fees associated with applications such as Team Unify.
8. Be responsible for all training and performance management of coaching staff. This includes but it not limited to:
 - a. Hiring, staff management and terminations
 - b. Meet travel arrangements and expenses
 - c. Continuing education training and expenses
 - d. Manage all USA Swimming memberships and necessary certifications
 - e. Administer background checks for all coaches, to be provided to the City of Dublin
9. Work in conjunction with the DCST and Dolphins Booster Organizations to define roles and provide support to the team including but not limited to:
 - a. General team spirit activities
 - b. Meet support; meet fees (collection and disbursement), volunteers, meet manager computer operation, equipment, etc.
 - c. Swimmer USA memberships management
 - d. Swimmer travel
 - e. Apparel
 - f. Records
 - g. Fundraising

10. Work collaboratively with the City of Dublin to develop meet and practice schedules and ensure that meet entries are submitted on time for entry qualifications.
11. Adhere to the agreed upon fee structure for the duration of the agreement. Any changes to the participant fee structure must be approved by the City of Dublin prior to discussing it with any members of the team.
12. Independently manage the logistics of team practices for DCST and Dolphins for the assigned scheduled times and maintain any relevant records of actual facility usage by each team for its own financial accounting needs.
13. Ensure the highest levels of swimmer safety by maintaining the following swim lane ratios:
 - Maximum of 8 swimmers per lane for Age Group 2 and below
 - Maximum of 6 swimmers per lane for Age Group 3 and above
14. Ensure that all team members access the facility in accordance with the following guidelines:
 - a. For all scheduled DCST team practices, access into the DCRC must be made through the main front door entry and all team members and coaches must present a valid team identification card to the front desk staff to corroborate with the team rosters.
 - b. In the event a team member cannot provide proper identification, a DCRC identification card must be purchased at the DCRC front desk for \$5.00. Confirmation of team membership will be required by the swimmer's head coach in order to issue a DCRC identification card.
 - c. Athletes who cannot verify team placement will be required to purchase a daily pass at the front desk to enter the pool facility, unless participants are DCRC or DCP membership cardholders.
 - d. For all scheduled practices at the outdoor pools, access into the facility must be made through the main front entry gates.
 - e. All Dolphins members are required to purchase an outdoor pool membership and may not participate in the program until membership is purchased. BWSA must work in conjunction with city staff to ensure passes have been purchased.
 - f. Athletes may not arrive to practices any earlier than fifteen minutes prior to the scheduled pool usage time, and must wait in designated area for their coach to arrive prior to entering the water.
 - g. All areas and amenities within the DCRC requiring payment/membership for use or access will be off limits the swim teams unless otherwise authorized or arranged by the facility manager.
 - h. Athletes may only use lap swim lanes that are scheduled for use by DCST and Dolphins.
 - i. Coaches agree to monitor and maintain appropriate behavior of their respective athletes while using the locker rooms, and must make necessary checks for cleanliness during and at the end of every practice.
 - j. Athletes may only use the front bays of the locker rooms next to the pool entrance for changing and storing articles of clothing. Athletes may not change or store articles of clothing in any other area of the locker room or restroom facility.
 - k. BWSA coaches are responsible for the actions of their athletes at all times while on any City of Dublin premises during scheduled practices or meets.
 - l. Team members, coaches and officials must comply with all City of Dublin building rules and regulations. Failure to comply with all terms set within this Agreement or City of Dublin rules and regulations may result in loss of swim privileges.
 - m. Coaches must report directly to the Pool Manager on duty prior to altering the facility in any way. This includes, but is not limited to, unlocking diving board fulcrums, opening exterior doors, using electrical outlets and extension cords on the pool deck and accessing any office or storage areas.
 - n. Coaches may not alter the lap schedule in anyway unless previously approved by city staff

- o. Coaches may not play music when other programs are taking place and music must be at an appropriate level and family friendly.
- p. Coaches agree to keep designated storage and office area cleaned and organized. Those using the office computer must sign off on IT computer use policy.

The City of Dublin shall:

1. Provide lane space for DCST and Dolphins as available and mutually agreed by the Parties. Schedules will be pre-determined through mutual agreement between BWSA and the City. Dublin Community Recreation Center pool space will not be available during the high school swim season from 3:15-5:30 pm Monday-Friday, as well as when the high schools are hosting swim meets.
2. Provide appropriate number of certified lifeguards, Certified Pool Manager and relevant safety equipment to be on site as required by the Franklin County Health Department.
3. Maintain water quality, mechanical systems and surrounding areas in accordance with the standards required by the Franklin County Health Department.
4. Provide an annual payment of service to BWSA not to exceed \$70,000 for the first year of operation and \$50,000 for years two and three.
5. Provide a designated staff member to serve as contract manager as well as a representative to serve on any booster board as a non-voting liaison.
6. Continue to provide space in the City of Dublin "Healthy" brochure to advertise the program information.
7. Provide use of office space located in the lap pool area to include one computer, one printer and one phone for appropriate swim team related use.
8. Provide designated storage space for equipment at Dublin facilities.
9. Provide identification bag tags for DCST athletes and coaches for seasonal entry into the DCRC.
10. Provide dedicated lap lane assignments solely for DCST and Dolphins team use for practices and meets, for the term of the agreement with adjustments made on an agreed-to and as needed basis in accordance with a predetermined timeline.
11. Make appropriate emergency notifications to the main BWSA contact in the event of an emergency, due to weather, equipment failure, etc. The Aquatic Program Supervisor or DCRC management may cancel practices or meets due to unforeseen or planned circumstances and will notify appropriate BWSA personnel.
12. Maintain all required equipment for the facility (i.e. Timing system, lane lines, diving blocks, flags, etc.). Specialized equipment not necessary to accommodate DCRC members and other internal programming will not be provided by the City of Dublin. Use of DCRC fitness floor space is not included within this agreement; if desired, use of this amenity would follow current membership or daily access fees.