SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Menlo Park Aquatic Facilities)

This Second Amendment to Professional Services Agreement ("Second Amendment") is made and executed as of September 15, 2020, by and between the City of Menlo Park, a municipal corporation ("City") and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein collectively as "Parties." This Second Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming ("Agreement"), as amended by the Amendment to Professional Services Agreement dated June 9, 2020 ("First Amendment").

RECITALS

The City and Provider are entering into this Amendment based on the following facts, understandings and intentions:

A. On March 27, 2018, the Parties entered into the Agreement whereby Provider agreed to provide recreational aquatics programming at Burgess and Belle Haven Pools in the City of Menlo Park.

B. On February 24, 2020, by mutual written agreement, the Parties agreed to terminate Provider's services at the Belle Haven Pool effective October 1, 2020 due to a pending construction project at the Onetta Harris Community Center.

C. The Agreement was renewed for an Extended Term that expires on August 31, 2021 with respect to the Burgess Pool.

D. The Parties desire to extend the Provider's services at the Belle Haven Pool until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first.

NOW THEREFORE, the Parties agree as follows:

1. Provider shall continue to provide services at the Belle Haven Pool in accordance with the terms and conditions of the Agreement, as amended by the First Amendment, until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first. If terminated prior to the expiration of the Extended Term, the City will provide at least 30 days written notice to Provider of the date that construction will commence at the Onetta Harris Community Center and Provider's services at the Belle Haven Pool will be terminated.

2. The City shall continue to pay Provider the Belle Haven Management Fee until the Extended Term of the Agreement expires on August 31, 2021 or until construction commences at the Onetta Harris Community Center, whichever occurs first.

3. Except to the extent expressly modified by this Second Amendment, the terms of the Agreement, as amended by the First Amendment, shall remain effective without impairment or modification.
4. This Second Amendment may be executed in counterparts, each of which shall be
deemed an original, but all of which when taken together shall constitute one amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment by their duly
authorized officers as of the date first set forth above.

CITY OF MENLO PARK

By: _____________________________

Approved as to Form:

___________________
Interim City Attorney

ATTEST:

___________________
City Clerk

TEAM SHEEPER, INC
501 Laurel Street
Menlo Park, CA 94025

By: ________________________________

Tim Sheeper, Chief Executive Officer

Approved as to Form:

___________________________________
Attorney for Team Sheeper
This Amendment to Professional Services Agreement ("Amendment") is made and executed as of June 9, 2020, by and between the City of Menlo Park, a municipal corporation ("City") and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein individually as "Party" and collectively as "Parties." This Amendment modifies the Professional Services Agreement dated March 27, 2018 by and between the Parties regarding the provision of recreational aquatics programming ("Agreement") and will become effective upon the approval by the City of the reopening the Burgess and Belle Haven Pools in accordance with the standards set by the San Mateo County Health Officer, as provided below.

**RECITALS**

The City and Provider are entering into this Amendment based on the following facts, understandings and intentions:

A. On March 27, 2018, the Parties entered into the Agreement whereby Provider agreed to provide recreational aquatics programming at Burgess and Belle Haven Pools in the City of Menlo Park.

B. On February 24, 2020, by mutual written agreement, the Parties agreed to terminate the Belle Haven Pool service effective October 1, 2020 in light of a pending construction project at the Onetta Harris Community Center.

C. On March 4, 2020, the Governor of the State of California declared a state of emergency to help the state prepare for the spread of the novel coronavirus named COVID-19.

D. On March 10, 2020, the San Mateo County Health Officer issued a statement that evidence existed of widespread community transmissions of COVID-19 in San Mateo County.

E. On March 11, 2020, the City Council of the City of Menlo Park declared a local emergency based on the COVID-19 world pandemic. Effective immediately, all City facilities were closed to the public.

F. Effective March 12, 2020, Provider closed the Burgess Pool for all services with the goal of keeping people safe and preventing the spread of COVID-19.

G. On March 16, 2020, the San Mateo Health Officer issued an order that, among other things, directed all individuals currently living within San Mateo County to shelter in their place of residence and authorized individuals to leave their residences only for certain essential activities ("Shelter-in-Place Order").

H. On March 27, 2020, the City pursuant to City of Menlo Park Director of Emergency Services/City Manager Emergency Order No. 2 ("Order No. 2") closed all public facilities including the Burgess Pool and the Belle Haven Pool to help slow the spread of COVID-19.
I. The State of California has developed a resilience roadmap that identifies four stages to reopening: stage 1 (safety and preparedness), stage 2 (lower risk workplaces), stage 3 (higher risk workplaces), and stage 4 (end of stay at home order).

J. On May 15, 2020 the San Mateo County Health Officer issued a revised Shelter-in-Place Order, inclusive of appendixes, that in this second stage allows the reopening of public pools subject to certain safety precautions ("Revised Order"). A copy of the Revised Order is attached hereto as Exhibit A. The Revised Order was subsequently amended on May 29 to allow, with restrictions and safety measures, places of worship to hold services and retail stores to allow customers inside. The Parties anticipate that the County of San Mateo will continue to issue revised orders during this time of local emergency.

K. On May 19, 2020, Provider submitted a plan to the City to operate the Burgess Pool in accordance with the Revised Order, but it was not legal to reopen based on the City's March 11, 2020 declaration of emergency and Order No. 2 closing public facilities, including the Burgess and Belle Haven pools. On June 2, Provider submitted a revised plan to reopen both the Burgess Pool and the Belle Haven Pool attached hereto as Exhibit B.

L. The Parties desire to provide for a reopening process for the Burgess Pool and the Belle Haven Pool in the event the Director of Emergency Services modifies Order No. 2 and allows the opening of public facilities.

M. The City and Provider desire to enter into this Amendment to memorialize the process of reopening the Burgess Pool and Belle Haven Pool throughout the stages, until the local emergency is terminated.

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree that given the above described conditions, Provider has been unable to perform the Services described in the Agreement since March 12, 2020. The Parties further agree that until the City modifies Order No. 2, Provider is not legally allowed by the City to operate because public facilities are closed. The Parties further agree that the Agreement is in full force and effect and neither Party is in default.

2. The parties agree that Provider will resume services under the Agreement within five days, or earlier, of the Emergency Director's modification of Order No. 2 to allow the re-opening the pools.

3. While the local emergency is in effect, Provider shall adhere to the social distancing protocols and best practices established by the County of San Mateo Health Officer on May 15, 2020, a copy of which is attached hereto and incorporated herein as Exhibit C, and as may be modified from time to time. In addition, Provider shall comply with all legally required safety precautions identified in the Revised Order and any future orders issued by the Governor, the San Mateo County Health Officer or the City of Menlo Park affecting public swimming pools. Safety precautions include but are not limited to the use of personal protective equipment, social distancing requirements, symptom checks and tracking attendance. Furthermore, Provider shall continue to comply with any and all city,
county, state and federal laws and regulations related to pool and aquatic program operations as required by the Agreement.

4. It is of critical importance to the City that the Belle Haven Pool be reopened at the same time as the Burgess Pool to ensure that recreational aquatics opportunities are available to the whole community. Provider agrees to reopen both the Burgess Pool and the Belle Haven Pool concurrently within five days or earlier from the modification of Order No. 2 allowing the reopening of the pools, consistent with the phases identified in the Provider’s reopening plan, attached hereto as Exhibit B and provide any and all services included in the Scope of Services which are legally allowable pursuant to the Revised Order, including but not limited to lap swim. The use of the locker rooms is not allowed in the second phase of reopening. Limited use of bathrooms will be provided for as documented in Exhibit B.

5. Provider agrees to increase the services and provide any and all services included in the Scope of Services at both the Burgess Pool and the Belle Haven Pool as soon as provision of such services is both legally allowable pursuant to any state, county or local law and Provider is reasonably able to comply with any and all legally required safety precautions. SOLO swim team will be allowed to return to pool usage as soon as the Provider and SOLO agree upon and can accommodate the safety precautions required by San Mateo County Health Order. Prior to use of the pool, SOLO shall acknowledge in writing its acceptance of such precautions and agreement to abide by the terms of this Amendment. The City understands that the application of required safety precautions at the Burgess and Bell Haven pools is nuanced and that it is possible that activities that are allowed under existing health orders and directives may still be deemed unsafe by the Provider. In such situation, Provider shall provide written notice to and obtain consent, which may not be unreasonably withheld, from the City Manager or her designee for such adjustments.

6. In accordance with Paragraph 6 of the Agreement, the Parties will work together during the second and third stage to modify operations, access and schedule as appropriate. Provider agrees to provide weekly reports regarding capacity, residents/non-residents use, and fee subsidies provided for each pool and the Parties agree to meet and confer as necessary to address any issues. Any schedule modifications shall be subject to approval by the City Manager or her designee and shall be acted on within a commercially reasonable time (typically within 48 hours of request) and shall not be unreasonably withheld. The Parties acknowledge that the situation relative to COVID-19 may change rapidly and the stage may be increased or decreased. The Parties agree to allow a commercially reasonable time to respond to requests for modification. If the City returns to stage one and public facilities are again closed, Provider will cease operations immediately without need for a modification request.

7. The term of this Amendment shall continue until the fourth stage of the County’s Orders and the City’s termination of the local emergency after which time this Amendment will terminate and the Agreement will continue unamended.

8. The City shall pay the Provider the Belle Haven Management Fee for the period beginning June 1, 2020 through the pool’s scheduled closing on October 1, 2020, as previously agreed.
9. Provider shall be granted access to the Burgess Pool and Belle Haven Pools only for preparation for opening no later than Friday June 5 through Tuesday June 9 and then after the Emergency Director's modification of Order No. 2 reopening the pools. Any time and expense to prepare the use of the pool prior to the modification of Order No. 2 shall be Provider’s sole cost and expense understanding Order No. 2 may or may not be modified on June 9.

10. The Parties acknowledge that the COVID-19 crisis has placed Provider in a precarious financial position. Nevertheless, Provider is prepared to move forward and open the pools. In consideration of this Amendment, Provider shall have the right to terminate this Amendment and the original Agreement upon demonstrating to the City Manager that continuing operation would not be financially feasible with 30 days written notice provided to City.

11. In addition to the indemnification identified in Paragraph 24 of the Agreement, Provider specifically agrees to indemnify and hold the City, its Council, Commissions, agents, officers, volunteers or employees harmless from any and all claims, legal action or causes of action related to contraction of the COVID-19 virus at either pool alleged by any source, including but not limited to Provider’s employees and pool patrons, during Provider’s use of the Premises. Provider’s indemnification obligation as set forth herein will include any and all costs, expenses, attorneys’ fees and liability incurred by the Provider or any person in defending against such claims, whether the same proceed to judgment or not. The Provider will, at its own expense and upon written request by the City, defend any such suit or action brought against the City, its Council, Commissions, members, agents, officers, volunteers or employees. This section will survive the expiration or termination of this Amendment. This indemnity obligation will not cover any COVID-19 related claims that are based on the actions or negligence of the City, its employees, representatives or contractors (other than the Provider and its employees, subcontractors and agents).

12. Except to the extent expressly modified by this Amendment, the terms of the Agreement shall remain effective without impairment or modification.

13. This Agreement shall be effective only if the City allows Provider to open the pools in accordance with the San Mateo County Health officer's guidelines on or before June 12, 2020.

14. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers as of the date first set forth above.

CITY OF MENLO PARK

By: _____________________________

[Signature]
Approved as to Form:

Interim City Attorney

ATTEST:

City Clerk

TEAM SHEEPER, L.L.C.

501 Laurel Street

Menlo Park, CA 94025

By:

Tim Sheeper, Chief Executive Officer

Approved as to Form:

Attorney for Team Sheeper
Order No. c19-5d – Appendix C-2: Allowed Additional Activities

May 15, 2020

General Requirements

The “Additional Activities” listed below may resume, subject to the requirements set forth in the Order and to any additional requirements set forth below or in separate guidance by the Health Officer. These activities were selected to implement an initial measured expansion of activity based on health-related considerations including the risks of COVID-19 transmission associated with types and modes of activity, the ability to substantially mitigate transmission risks associated with the operations, and related factors, such as the following:

- **Increase in mobility and volume of activity**—the overall impact resumption of the activity will have on the number of people leaving their homes and interacting with others in the community;
- **Contact intensity**—the type (close or distant) and duration (brief or prolonged) of the contact involved in the activity;
- **Number of contacts**—the approximate number of people that will be in the setting at the same time;
- **Modification potential**—the degree to which mitigation measures can decrease the risk of transmission.

List of Additional Activities

Notwithstanding Section 15.a regarding outdoor recreation areas and shared recreation facilities, for the purposes of this Order Additional Activities include the following:

(1) Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities may be opened, but only if they are actively monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced. Any measures put in place must be reflected in the required posted written protocols.

a. **Basis for Addition.** Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities that are actively managed and monitored in a manner that ensures that the social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced, the likelihood of transmission is significantly reduced.
Team Sheeper
Burgess and Belle Haven Pool
Covid-19 Operations
2020 Reopening
Standard Operating Procedures
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General Operations

Introduction

This document has been created to operate under the safety guidelines for covid-19 to ensure the safety of staff and participants. These policies and procedures will outline staff, consumer and facility operations. This document will be updated regularly as County, City, CDC guidelines change for the covid-19 response. Our company will align daily on updates and new guidelines, and this document will change as those guidelines are updated.

Phases in Reopening

These Phases are subject to change depending on county and city guidelines. The plan outlines what could be possible for us to offer to the community under current guidelines but could change as far as timeline.

Phase 1.
This phase will open the facility with minimal programming. The programming will be limited to Lap Swimming and Summer Camps. This will ensure that the facility is operating in a manner that is safe for all and will be able to adhere to county guidelines. We hope to move to phase 2 fairly quickly, once operations are smoothly operating.

Phase 2.
This phase will begin to add small amounts of programming within the facility. These programs will be Masters Swimming, Swim Lessons and Open Swim for families in the same household in designated areas for their family. Again, this phase will last as long as it takes for smooth operations, then the next phase will be undertaken.

Phase 3.
Phase 3 will consist of adding in Aqua-fit, potential locker rooms, more restroom usage for patrons, showers, front office and youth sports.

Phase 4.
This phase will only happen when guidelines allow normal operations with full programming. This will include continued enhanced cleaning and disinfecting. This phase will continue to modify all programming as guided by the county and city recommendations.
Facility Operations

San Mateo County Operating Guidelines

A letter from the San Mateo County Health Department

Dear Pool Owners,

On Friday, May 15, 2020, the San Mateo County Pool Program received the Health Officer’s Order regarding the reopening of public pools. We are excited that San Mateo County residents now have a new option for exercise during this unprecedented time. Spas must continue to remain closed per this Order.

We received many inquiries about how to safely open public pools. The attached documents are guidelines for you to use as a reference. The Order must be adhered to in its entirety while allowing your pool to operate. You must post PROTOCOLS (unique to pools per Appendix C-2) and include all required information for PROTOCOLS FOR BUSINESSES (per May 15 Order, bullet 15.h), and SIGNAGE (per May 15 Order, bullet 15.h.vii). We have attached samples to assist you, but you can create your own. Protocols and signage must be posted conspicuously at the gate entry or other easily viewable location for patrons and law enforcement to review. We recommend that these documents be laminated or placed in plastic sleeves to prevent deterioration or water damage.

Refer to the attachments for details. Feel free to add additional protocols in the attached samples for further safe practices.

Highlights to remember:

- Pool operators (i.e., HOA, apartment and hotel management) are legally responsible for ensuring the pool’s operation is compliant with the Order and must actively manage the pool’s operation and compliance with the Order.
- Gatherings are still prohibited (i.e., the pool deck cannot be open for lingering/loitering of non-family members)
- Minimum of 6-foot Social Distancing (100% requirement, in and out of the pool)
- Face coverings are mandatory when not in the pool
- Locker rooms cannot be occupied
- Restrooms, if open, must have a rigorous cleaning and disinfection protocol
• Equipment in the pool area, including deck furniture, must be wiped down after EACH use

We will be resuming our inspections but will leave if site conditions are unsafe for our staff. If this occurs, you may be charged a reinspection fee.

Don’t hesitate to contact our office (email: ngwong@smcgov.org) if you have any additional questions.

Sincerely,

San Mateo County Swimming Pool Program

Environmental Health Services San Mateo County Health (650) 372-6200

Order No. c19-5d – Appendix C-2: Allowed Additional Activities May 15, 2020

General Requirements

The “Additional Activities” listed below may resume, subject to the requirements set forth in the Order and to any additional requirements set forth below or in separate guidance by the Health Officer. These activities were selected to implement an initial measured expansion of activity based on health-related considerations including the risks of COVID-19 transmission associated with types and modes of activity, the ability to substantially mitigate transmission risks associated with the operations, and related factors, such as the following:

• Increase in mobility and volume of activity—the overall impact resumption of the activity will have on the number of people leaving their homes and interacting with others in the community;

• Contact intensity—the type (close or distant) and duration (brief or prolonged) of the contact involved in the activity;

• Number of contacts—the approximate number of people that will be in the setting at the same time;

• Modification potential—the degree to which mitigation measures can decrease the risk of transmission.

List of Additional Activities

Notwithstanding Section 15.a regarding outdoor recreation areas and shared recreation facilities, for the purposes of this Order Additional Activities include the following:
(1) Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities may be opened, but only if they are actively monitored and managed to ensure that the facility is either (1) only used by members of the same household or (2) used in a manner that ensures that all social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced. Any measures put in place must be reflected in the required posted written protocols.

a. Basis for Addition. Indoor and outdoor pools, outdoor recreation areas, and outdoor shared recreation facilities that are actively managed and monitored in a manner that ensures that the social distancing, face covering and all other requirements (including the prohibitions against gathering and shared equipment), including Health Officer orders, are enforced, the likelihood of transmission is significantly reduced.

**Burgess Pool**

**Entrance and Exiting Facility**

**Entrance**

To enter the pool facility patrons must comply with county guidelines or will be refused service and not allowed to enter pool.

1. Social Distancing
2. Wearing a facemask
3. Temperature taken before entry

As patrons enter the facility there will be social distancing dots on the ground for them to line up at a minimum of 6ft apart. Patrons not wearing a mask will be asked to please put one on and if they do not have one, they will have to come back when they do have one. There will be a door monitor to ensure patrons are following facility guidelines.

Once patrons have confirmed lane reservation, they will be given a number of a lane and then taken to their appropriate lane. Swimmers will be spaced out on even and odd lanes. (See Exhibit)

**Front Desk Entrance**

The location of the front desk will be inside of the building where there will be two open doors to reduce high touch points in building. Patrons will wait outside the front desk area until called in by the entrance monitor. Staff will be trained and prepare to interact with the public in a safe manner. Staff will be required to wear a facemask at all times while on duty. There will be a plexiglass shield installed for the protection of the staff member and patron being served. All payments will be taken prior to patrons’ arrival via
registration system online or through our App on Apple or google store or the patron may call in to the pool to reserve a space in the pool.

Extra cleaning of this area will be done on an hourly bases to the entire front desk area. Doors to the facility will be left open to ensure there is no high touch points for staff or patrons.

**Exiting Pool**

When Patrons lane time is up a whistle will sound and patrons will exit their lane, dress and exit through the back of the facility while continuing to follow social distancing guidelines. Patrons will have 5 minutes to exit pool and leave so that the next set of swimmers can be brought into the facility. There will be an exit door monitor to ensure no patrons enter in the through the exit and to ensure the safety of all exiting the facility. Patrons will exit to the rear of the facility. See Exhibit

**Locker rooms**

Locker rooms will be closed to the public for the unforeseen future (or phase 3). Patrons will have to come to the pool in their swimsuit prior to arrival to the pool.

**Bathrooms**

There will be one restroom available for patrons to use. This restroom with be disinfected after each use to ensure safety for anyone using the facility.

There will also be a staff restroom that will be closed to the public and will also be disinfected by a staff member after each use.

**Belle Haven Pool**

**Entrance and Exiting Facility**

**Entrance**

To enter the pool facility patrons must comply with county guidelines or will be refused service and not allowed to enter pool.

1. Social Distancing
2. Wearing a facemask
3. Temperature taken before entry

As patrons enter the facility there will be social distancing dots on the ground for them to line up at a minimum of 6ft apart. Patrons not wearing a mask will be asked to
please put one on and if they do not have one, they will have to come back when they do have one. There will be a door monitor to ensure patrons are following facility guidelines.

Once patrons have confirmed lane reservation, they will be given a number of a lane and then taken to their appropriate lane. Swimmer will be spaced out on even and odd lanes.

**Front Desk Entrance**

The location of the front desk will be inside building. Staff will be trained and prepare to interact with the public in a safe manner. Staff will be required to wear a facemask at all times while on duty. There will be a plexiglass shield installed for the protection of the staff member and patron being served. All payments will be taken prior to patrons’ arrival via registration system online or through our App on Apple or google store.

Extra cleaning of this area will be done on an hourly bases to the entire front desk area. Doors to the facility will be left open to ensure there is no high touch points for staff or patrons.

**Exiting Pool**

When Patrons lane time is up a whistle will sound and patrons will exit their lane dress and exit through the back of the facility while continuing to follow social distancing guidelines. Patrons will have 5 minutes to exit pool and leave so that the next set of swimmers can be brought into the facility. There will be a exit door monitor to ensure no patrons enter in the through the exit and to ensure the safety of all exiting the facility. Patrons will exit to the rear of the facility. See Exhibit

**Locker rooms**

Locker rooms will be closed to the public for the unforeseen future (or phase 3). Patrons will have to come to the pool in their swimsuit prior to arrival to the pool.

**Bathrooms**

There will be one restroom available for patrons to use. This restroom with be disinfected after each use to ensure safety for anyone using the facility.

There will also be a staff restroom that will be closed to the public and will also be disinfected by a staff member after each use.
Cleaning/Disinfecting Program

To ensure safe operations of the facility there will be an increase of frequency, documentation and training on proper cleaning, protection and frequency of the facility.

General cleaning guidelines from the CDC

How to clean and disinfect

Clean

- **Wear disposable gloves** to clean and disinfect.
- **Clean surfaces using soap and water, then use disinfectant.**
- Cleaning with soap and water **reduces number of germs, dirt and impurities** on the surface. **Disinfecting kills germs** on surfaces.
- **Practice routine cleaning** of frequently touched surfaces.
  - More frequent cleaning and disinfection may be required based on level of use.
  - Surfaces and objects in public places, such as shopping carts and point of sale keypads should be cleaned and disinfected before each use.

- **High touch surfaces include:**
  - Tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sinks, etc.

Disinfect

- **Recommend use of disinfectant**
  - **Follow the instructions on the label** to ensure safe and effective use of the product.
  - Many products recommend:
    - Keeping surface wet for a period of time (see product label).
    - Precautions such as wearing gloves and making sure you have good ventilation during use of the product.

**Always read and follow the directions on the label** to ensure safe and effective use.
• Wear skin protection and consider eye protection for potential splash hazards
• Ensure adequate ventilation
• Use no more than the amount recommended on the label
• Use water at room temperature for dilution (unless stated otherwise on the label)
• Avoid mixing chemical products
• Label diluted cleaning solutions
• Store and use chemicals out of the reach of children and pets

You should never eat, drink, breathe or inject these products into your body or apply directly to your skin as they can cause serious harm. Do not wipe or bathe pets with these products or any other products that are not approved for animal use.

• **Diluted household bleach solutions may also be used** if appropriate for the surface.
  o Check the label to see if your bleach is intended for disinfection and has a sodium hypochlorite concentration of 5%–6%. Ensure the product is not past its expiration date. Some bleaches, such as those designed for safe use on colored clothing or for whitening may not be suitable for disinfection.
  o Unexpired household bleach will be effective against coronaviruses when properly diluted. **Follow manufacturer’s instructions** for application and proper ventilation. Never mix household bleach with ammonia or any other cleanser. **Leave solution** on the surface for **at least 1 minute**.
  o **To make a bleach solution**, mix:
    o 5 tablespoons (1/3rd cup) bleach per gallon of room temperature water
    OR
    o 4 teaspoons bleach per quart of room temperature water

• Bleach solutions will be effective for disinfection up to 24 hours.
• **Alcohol solutions with at least 70% alcohol may also be used.**

**Soft surfaces**

For soft surfaces such as carpeted floor, rugs, and drapes

• **Clean the surface using soap and water** or with cleaners appropriate for use on these surfaces.
• **Laundry items** (if possible) according to the manufacturer’s instructions.Use the warmest appropriate water setting and dry items completely.

OR
• **Disinfect with an EPA-registered household disinfectant.** These disinfectants meet EPA’s criteria for use against COVID-19.
• **Vacuum as usual.**

**Electronics**

For electronics, such as tablets, touch screens, keyboards, remote controls, and ATM machines

• Consider putting a *wipeable cover* on electronics.
• **Follow manufacturer’s instruction** for cleaning and disinfecting.
  - If no guidance, *use alcohol-based wipes or sprays containing at least 70% alcohol.* Dry surface thoroughly.

**Cleaning and disinfecting your building or facility if someone is sick**

• **Close off areas** used by the person who is sick.
  - Companies do not necessarily need to close operations, if they can close off affected areas.
• **Open outside doors and windows** to increase air circulation in the area.
• **Wait 24 hours** before you clean or disinfect. If 24 hours is not feasible, wait as long as possible.
• Clean and disinfect **all areas used by the person who is sick**, such as offices, bathrooms, common areas, shared electronic equipment like tablets, touch screens, keyboards, remote controls, and ATM machines.
• **Vacuum the space if needed.** Use vacuum equipped with high-efficiency particular air (HEPA) filter, if available.
  - Do not vacuum a room or space that has people in it. Wait until the room or space is empty to vacuum, such as at night, for common spaces, or during the day for private rooms.
  - Consider temporarily turning off room fans and the central HVAC system that services the room or space, so that particles that escape from vacuuming will not circulate throughout the facility.
• Once area has been **appropriately disinfected**, it can be opened for use.
  - **Workers without close contact** with the person who is sick can return to work immediately after disinfection.
• **If more than 7 days** since the person who is sick visited or used the facility, additional cleaning and disinfection is not necessary.
  - Continue routing cleaning and disinfection. This includes everyday practices that businesses and communities normally use to maintain a healthy environment.

**Cleaning and disinfecting outdoor areas**

• Outdoor areas, like *playgrounds in schools and parks* generally require **normal routine cleaning**, but do not require disinfection.
o Do not spray disinfectant on outdoor playgrounds- it is not an efficient use of supplies and is not proven to reduce risk of COVID-19 to the public.
  o High touch surfaces made of plastic or metal, such as grab bars and railings should be cleaned routinely.
  o Cleaning and disinfection of wooden surfaces (play structures, benches, tables) or groundcovers (mulch, sand) is not recommended.

- **Sidewalks and roads should not be disinfected.**
  o Spread of COVID-19 from these surfaces is very low and disinfection is not effective.

When cleaning

- **Regular cleaning staff** can clean and disinfect community spaces.
  o Ensure they are trained on appropriate use of cleaning and disinfection chemicals.
- **Wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash.**
  o Additional personal protective equipment (PPE) might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
  o Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area.
- **Wash your hands often** with soap and water for 20 seconds.
  o Always wash immediately after removing gloves and after contact with a person who is sick.
  o Hand sanitizer: If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

**Always read and follow the directions on the label** to ensure safe and effective use.

- Keep hand sanitizers away from fire or flame
- For children under six years of age, hand sanitizer should be used with adult supervision
- Always store hand sanitizer out of reach of children and pets

- **Additional key times to wash hands** include:
  o After blowing one’s nose, coughing, or sneezing.
  o After using the restroom.
  o Before eating or preparing food.
  o After contact with animals or pets.
  o Before and after providing routine care for another person who needs assistance (e.g., a child).
Training: All staff will be retrained on cleaning practices and what safety precautions are needed to clean facilities. There will be an added segment to this on infections disease and how to prevent spread of bacteria and viruses in a safe manor.

Documentation: All employees must document the time and work done for the cleaning duty. Each location in the facility will have different requirements of frequency and specifics depending on use of location.

**Staff Operations**

**GENERAL GUIDELINES**

Staff will be required to check in at the beginning of each shift with a manager at a designated location on site.

1. Temperature will be taken
2. Asked if they have had any symptoms
3. Then assigned duties for the day
4. Safety meeting and education
5. At the end of the day another temperate will be taken on their way out

**During Shift:**

1. Staff will have to wear a facemask at all times
2. Comply with social distancing guidelines
3. Staff will not share any items to be used for work or any other purposes

**Daily Health checks**

Employees will be required to fill out a digital daily health check form to ensure of their health and wellness and all others. This form will ask their name, temp, and symptoms in the last 48 hours. Once the form is filled out, they will be cleared for work.

Patrons will have their temperature checked before entering the facility and signs will be posted about self-health and wellness checks. Patrons will be asked if they have felt any symptoms of illness at all that they not enter the facility or participate in any program. They will also be asked if they do test positive for covid-19 in the next 14 days of use of facility that they contact by email immediately.

**Covid-19 Positive Operations**

If an employee is found positive for Covid-19 and has been on site the facility will be closed for a minimum of 24 hours, until all other employees on that shift have been tested and are clear to work. Employees contacts at the facilities will be traced to ensure no others are found ill.
If a patron is found to have been at the facility and tested positive for covid-19 the facility will be shut down for a minimum of 24 hours to ensure we can trace possible infection and notify employees of possible exposure.

**Daily PPE Requirements**
Staff will be required to wear a facemask and sanitize their hands regularly. During an emergency there will be an increased level of PPE. This will be found in the emergency section of this document.

Patrons will be required to wear a facemask while walking through and around the facility. Patrons are allowed to remove their mask while swimming. They will be asked to wear the mask as they exit the facility.

**Emergency Operations**

**Emergency Action Plan**

**Whistle Cadences**

.ONE BLAST: grab the attention of individual patron  
.TWO BLAST: grab the attention of another guard  
.THREE BLAST: activate the EAP  
.ONE LONG BLAST: clear the pool

**Primary Guard**

- Identify situation & activate EAP
- Approach Victim
  - Water emergency: Perform appropriate rescue
  - Land emergency: Size up the Scene & acquire Expressed Consent
- Primary assessment
- Perform appropriate care
- Secondary Assessment
- Report, Advise, Release

**Secondary Guard (most available guard)**

- Bring necessary equipment
  - Backboard
  - AED
  - First Aid
  
  *Bring first what is most important to the situation*
- Assign someone to call 911 & come back
● Assist Primary guard

**Assisting Responders**
- Clear pool & deck as needed
- Inform Front Desk of emergency
- Ensure EMS services are on their way
- Assist rescuers

**When EMS Arrives**
- Meet EMS on street & direct to emergency

**When EMS Leaves**
- *Primary guard & Leadership staff* - Report, Advise, Release

**Lifeguard Emergency Response**

In the event someone needs CPR staff will put on full PPE to include, Face Mask, Eye Protection and gloves.

**General Prevention for COVID-19 Transmission During CPR and First Aid**

While there is currently no specific data on COVID-19 transmission while performing CPR or giving first aid, it is reasonable to conclude that chest compressions have the potential to generate respiratory droplets or aerosols and close contact needed for some aspects of first aid may have risk of transmission.

**PPE**

For responders and those who may need to provide care to someone suspected to have COVID-19. We will require wearing PPE as recommended by CDC, this would be wearing respiratory protection using a respirator (e.g. N-95 mask), eye protection, disposable gloves and a disposable isolation gown if possible. Per CDC guidance facemasks are an acceptable alternative when there is shortage of N-95. During the COVID-19 pandemic, for all persons requiring CPR, personal protective equipment (PPE) such as gloves and face mask should be worn, if available.. We recognize that for lay responders, CPR and first aid is often performed for household members where there would have already been close contact and exposure.

We recommend placing a face mask or cloth covering over the mouth and nose of the victim may reduce the risk of transmission. If only 1 mask is available and it is a simple face mask, we recommend placing it on the victim.
**Guidance for Performing a Breathing Assessment and Rescue Breaths in Children or Adults**

While CPR with breaths has been shown to be beneficial when compared to compression-only CPR, during the COVID-19 outbreak, it is currently recommended that no rescue breaths be performed for adult cardiac arrest patients with confirmed or suspected COVID-19, due to the risk of disease transmission. The following measures are recommended and may be associated with a decreased risk of transmitting the virus:

- When assessing for normal breathing, we recommended that the CPR/first aid care provider looks for breathing but does not listen or feel for the victim’s breathing, as this will minimize potential exposure.
- We recommend that adult victims of sudden cardiac arrest receive continuous compression-only CPR from their CPR/first aid care provider until emergency personnel arrive. *Note: Compression-only CPR saves lives compared to no CPR.*
- Cardiac arrests that occur after a breathing problem (which is often the case in infants and young children), drowning and drug overdoses may benefit from standard CPR that includes compressions and rescue breaths. *Note: It is recognized that in some of the cases, the victim may also have COVID-19. However, if a lay responder is unable or unwilling to provide rescue breathing with CPR, compression-only CPR should be initiated.*

**Guidance for Compressions**

Chest compressions and use if an AED is available is recommended for every cardiac arrest victim. Whether or not a cardiac arrest victim is suspected of having COVID-19, 9-1-1 should be called and, if available, an AED should be used.

**Guidance for AED Application & Use**

No studies to date have shown that defibrillation generates respiratory droplets or aerosols, and it is known that prompt use of AEDs save the lives of cardiac arrest victims. In addition, the current methods of automatic external defibrillation use hands-free methods via adhesive pads that allow performance without direct contact with the victim.

- If an AED is available, it should be applied and used consistently with the manufacturer’s guidelines while waiting for emergency personnel to arrive.
- If gloves are available, they should be worn.
- The AED device should be cleaned with disinfectant after use.
Cleaning & Disinfection After First Aid Care

While still wearing personal protective equipment, clean and disinfect items that touched the victim. After cleaning, dispose of your personal protective equipment and perform hand hygiene. Surfaces should be cleaned using a detergent or soap and water prior to disinfection.

- For Hard Surfaces:
  - Diluted household bleach solutions, alcohol solutions with at least 70% alcohol and most common EPA-registered household disinfectants should be effective.
  - Products with EPA-approved emerging viral pathogens claims are expected to be effective against COVID-19 based on data for harder to kill viruses. Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.). In their absence, products with label claims against human coronaviruses or other viruses should be used according to label instructions.

- For Soft or Porous Surfaces
  - For surfaces such as carpeted floor, rugs, and drapes; remove visible contamination if present, and clean with appropriate cleaners indicated for use on these surfaces.
  - After cleaning, wash items as appropriate in accordance with the manufacturer’s instructions. If possible, wash items using the warmest appropriate water setting and dry completely or use products with the EPA-approved emerging viral pathogens claims that are suitable for porous surfaces.

- For Clothing:
  - Do not shake dirty laundry. This will minimize the possibility of dispersing virus through the air.
  - Launder items as appropriate in accordance with the manufacturer’s instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely.
  - If clothing cannot be immediately laundered, store in a sealed disposable bag.
Alternatives to EPA-registered disinfectants include:
  o Diluted household bleach: Mix 5 tablespoons (1/3 cup) bleach per gallon of water, or 4 teaspoons bleach per quart of water. Make sure you have proper ventilation and that the bleach is not expired.
  o Alcohol solutions: Ensure your solution has at least 70% alcohol.

Program Operations Burgess

Lap Swimming

Patrons will register for a lane online or by phone prior to arriving at the aquatic facility, to include payment online only. We will not be accepting cash at this time. Patrons will line up on the side gate of the pool where there will be lines for them to stand to stage for their turn to come into the facility. All social distancing guidelines will be adhered to or the patron may be ask to leave to include.

  1. Wearing a facemask until about to get into pool
  2. Stay 6 feet apart from each other including staff

Once checked-in patrons will be allowed to walk to their lane once the group before them has left the facility. They will have 5 minutes to get into the pool and out of the pool after their swim. Patrons will stagger at either end of the pool to ensure social distancing. There will be only 1 person lane (unless family in the same household is swimming with each other). Once 35 minutes are up a guard will blow a whistle signaling each swimmer has 5 minutes to get out of the pool and exit through the back gate adjacent to the pool.

Open Swim

Open swim will have designated times for families and individuals to come a reserve a space in our play pool. Each family from the same household will have a lane in one of our bigger pools or in our baby pool to ensure social distancing. Each family can reserve a space in pool online for 1-hour increments as space permits.
Swim Lessons

The swim lesson programming guidelines will fully utilize the existing facility plan for covid-19 controls. The goal is to provide the highest level of swim lesson programming while maintaining social distance, minimizing contact to high touch areas and objects, and to maintain a consistent routine of disinfecting swim equipment and facility features.

Social distancing will be adhered to when arriving to the facility, checking in and staging within a designated staging area prior to the swim lesson. Participants will store their belongs at their assigned spot within the staging area.

Lessons will be held in either a private, instructor guided parent/children’s lesson, and or a single family from the same household with parent in the water with kids and instructor on the deck with a facemask on. These lessons will also be staggered to avoid gatherings of people.

Camps

The goal of our summer camps will provide care for the children of the community in a fun and safe environment while following all county, city, and cdc guidelines for covid-19. We want to create this environment give families peace of mind while being care for at our facility.

Goal to run 4 morning camps and 4 pm camps in controlled groups of 12.

We will follow guidelines as followed:

Childcare establishments, summer camps, and other educational or recreational institutions or programs providing care or supervision for children of all ages. To the extent possible and compliant with any licensing requirements, these operations must also comply with the following conditions:

1. They must be carried out in stable groups of 12 or fewer children ("stable" means that the same 12 or fewer children are in the same group each day and for at least four consecutive weeks). No child will be added to the group if a child does not come to camp. These groups will remain the same for 3 weeks including staff.

2. Children shall not change from one group to another or attend more than one childcare establishment, summer camp, other educational or recreational instruction or program simultaneously.
3. If more than one group of children is at one facility, each group shall be in a separate rooms or spaces that cannot be accessed by children or adults outside the stable group. Groups shall not mix with each other.

4. Providers, educators and other staff cannot serve more than one group of children and shall remain solely with that group of children during the duration of the childcare establishment, summer camp, other educational or recreational institution or program.

Program Operations Belle Haven

Lap Swimming

Patrons will register for a lane online or by phone prior to arriving at the aquatic facility, to include payment online only. We will not be accepting cash at this time. Patrons will line up on the side gate of the pool where there will be lines for them to stand to stage for their turn to come into the facility. All social distancing guidelines will be adhered to or the patron may be ask to leave to include.

1. Wearing a facemask until about to get into pool
2. Stay 6 feet apart from each other including staff

Once checked-in patrons will be allowed to walk to their lane once the group before them has left the facility. They will have 5 minutes to get into the pool and out of the pool after their swim. Patrons will stagger at either end of the pool to ensure social distancing. There will be only 1-person lane (unless family in the same household is swimming with each other). Once 35 minutes are up a guard will blow a whistle signaling each swimmer has 5 minutes to get out of the pool and exit through the back gate adjacent to the pool.

Open Swim

Open swim will have designated times for families and individuals to come a reserve a space in our play pool. Each family from the same household will have a lane in one of our bigger pools or in our baby pool to ensure social distancing. Each family can reserve a space in pool online for 1-hour increments as space permits.
Swim Lessons

The swim lesson programming guidelines will fully utilize the existing facility plan for covid-19 controls. The goal is to provide the highest level of swim lesson programming while maintaining social distance, minimizing contact to high touch areas and objects, and to maintain a consistent routine of disinfecting swim equipment and facility features.

Social distancing will be adhered to when arriving to the facility, checking in and staging within a designated staging area prior to the swim lesson. Participants will store their belongs at their assigned spot within the staging area.

Lessons will be held in either a private, instructor guided parent/children’s lesson, and or a single family from the same household with parent in the water with kids and instructor on the deck with a facemask on. These lessons will also be staggered to avoid gatherings of people.

Camps

The goal of our summer camps will provide care for the children of the community in a fun and safe environment while following all county, city, and cdc guidelines for covid-19. We want to create this environment give families peace of mind while being care for at our facility.

Goal: To run 1 camp in the morning and 1 in the afternoon, following

We will follow guidelines as followed:

Childcare establishments, summer camps, and other educational or recreational institutions or programs providing care or supervision for children of all ages. To the extent possible and compliant with any licensing requirements, these operations must also comply with the following conditions:

1. They must be carried out in stable groups of 12 or fewer children (“stable” means that the same 12 or fewer children are in the same group each day and for at least four consecutive weeks). No child will be added to the group if a child does not come to camp. These groups will remain the same for 3 weeks including staff.

2. Children shall not change from one group to another or attend more than one childcare establishment, summer camp, other educational or recreational instruction or program simultaneously.

3. If more than one group of children is at one facility, each group shall be in a separate rooms or spaces that cannot be accessed by children or adults outside the stable group. Groups shall not mix with each other.
4. Providers, educators and other staff cannot serve more than one group of children and shall remain solely with that group of children during the duration of the childcare establishment, summer camp, other educational or recreational institution or program.

Exhibit A

A. Facility Map Entrance and Exit

Burgess Pool
Exhibit A Continued
Exhibit A Continued
Exhibit A Continued

Belle Haven Pool

B.
Exhibit B: Health Check Form

Employee Covid Check-In Sheet

Full Name *
Short answer text

Today's Date *
Month, day, year

Time *
Time

Temperature *
Short answer text

Symptoms (If any) *
Long answer text

C.
D.
Exhibit C: Thermometers
Exhibit D: General PPE information

Taking off (Doffing) Personal Protective Equipment (PPE)

1. Gloves
   - A. Grasp the outside edge of the glove near the wrist and pull away from the hand, turning the glove inside-out.
   - Hold the glove in the opposite gloved hand.
   - B. Slide an ungloved finger or thumb under the wrist of the remaining glove.
   - C. Feel the glove off and over the first glove, making a bag for both gloves.
   - Put the gloves in the garbage.

2. HAND HYGIENE
   - A. Using an alcohol-based hand rub is the preferred way to clean your hands.
   - B. If your hands look or feel dirty, soap and water must be used to wash your hands.

3. Gown
   - A. Carefully unfasten ties.
   - B. Grasp the outside of the gown at the back of the shoulders and pull the gown down over the arms.
   - C. Turn the gown inside out during removal.
   - Put in hamper or, if disposable, put in garbage.

4. HAND HYGIENE
   - A. Clean your hands. (See No. 2)
   - B. Exit the patient room, close the door and clean your hands again.

5. Eye protection or face shield
   - A. Handle only by headband or ear pieces.
   - B. Carefully pull away from face.
   - C. Put reusable items in appropriate area for cleaning.
   - D. Put disposable items into garbage.

6. Mask or N95 respirator
   - A. Bend forward slightly and carefully remove the mask from your face by touching only the ties or elastic bands.
   - B. Start with the bottom tie, then remove the top tie.
   - C. Throw the mask in the garbage.
   - There are different styles of N95 respirators but all styles have the same basic steps for donning.

7. HAND HYGIENE
   - A. Clean your hands. (See No. 2)
Exhibit E: Facility Signs

EVERYONE MUST WEAR A FACE COVERING*

Covering your face is now mandatory and helps prevent the spread of COVID-19. Masks, bandanas, scarves, and cloth can be used. *This order does not apply to those 12 years old and less.

...AND STAY 6 FEET APART

FOR MORE INFORMATION
- menlopark.org/coronavirus
- smchealth.org/coronavirus
- cdc.gov/coronavirus
EVERYONE MUST WEAR A FACE COVERING*

Covering your face is now mandatory and helps prevent the spread of COVID-19.

Masks, bandanas, scarves, and cloth can be used.
* This order does not apply to those 12 years old and less.

...AND STAY 6 FEET APART
This business is required to refuse service to anyone who does not comply.

Todos deben de usar una cobertura facial*
* Esta orden no aplica a aquellos que tengan 12 años de edad o menos.

...y mantenerse a 6 pies de distancia.
Este negocio está requerido a negarle el servicio a cualquier persona que no cumpla con este requisito.

每个人都必须佩带面罩*
现在要求强制性佩带面罩，帮助防止新型冠状病毒地传播。口罩，头巾，围巾和布料都可以。
* 该规定不适用于12岁及以下人群。

...并且保持6尺社交安全距离
商家不得为没有遵守规定的人提供服务。
SOCIAL DISTANCING DURING CORONAVIRUS

Social distancing is an action encouraged by public health officials to stop or slow down the spread of a highly contagious disease. This information is being provided to help you understand what you are being asked to do by the Health Officer.

STOP THE SPREAD OF CORONAVIRUS (COVID-19)

If you must be in a public space, maintain 6 feet of distance from others

What are social distancing measures?
Social distancing measures are taken to restrict when and where people can gather to stop or slow the spread of infectious diseases. Social distancing measures include limiting large groups of people coming together, closing buildings and canceling events. When in public spaces it is important to stay 6 feet away from other people.

Why would social distancing measures be used?
Since the start of the spread of coronavirus, social distancing measures will be used early on to slow the spread of the disease and provide our community with the valuable time needed to be better prepared.

What can I do?
Practicing good hygiene habits such as washing your hands and covering your cough will help to stop or slow the spread of many diseases. The San Mateo County Health website (www.smchealth.org) has ‘Wash Your Hands’ and ‘Cover Your Cough’ posters you can download and use.

It is important to follow any social distancing instructions from San Mateo County Health. Please stay informed and plan ahead.

IMPORTANT RESOURCES DURING THE COVID-19 PANDEMIC
For questions or concerns, please dial 2-1-1
For more information about health issues and emergency preparedness, please visit the following websites:
County Health: www.smchealth.org/coronavirus
San Mateo County: www.smcgov.org

Dial 2-1-1 for non-emergency, non-medical calls
smchealth.org/coronavirus
Exhibit F: Pool Documents

PROTECT YOURSELF & OTHERS FROM COVID-19

DO:

☐ Shower before entering the pool

☐ Stay at least 6 feet away from others to maintain social distancing

☐ Keep your hands clean by washing hands with soap and water, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing

☐ Wear face coverings except in the pool or exempted by the Health Officer

DON’T:

☐ Visit the pool or other public areas if you are sick with COVID-19, were recently exposed (within 14 days) to someone with COVID-19, or experience the following symptoms: fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell

☐ Gather in large group

STAY INFORMED WITH THE SOCIAL DISTANCING PROTOCOL
San Mateo County COVID-19: sanmateo.ca.gov/coronavirus
COVID-19 Hotline: 833-422-7693
PUBLIC SWIMMING POOLS DAILY CHECKLIST
AND ATTENDANCE RECORD DURING COVID-19

A separate copy of this checklist should be maintained for each day a public pool is open during the COVID-19 Shelter in Place Order. One checklist may be kept for multiple pools within the same enclosure. The checklist shall be maintained for at least 90 days for possible review by personnel from the San Mateo County Environmental Health Services.

FACILITY NAME: ____________________________________________

DATE: __________________________

NAME OF SUPERVISING PARTY: ____________________________________________

1. Sign(s) posted at each entrance regarding Guidelines for Pool Users? YES NO

2. Reduced pool capacity sign posted? YES NO

3. Designated personnel can maintain six-foot separation? YES NO

4. Designated personnel has face covering? YES NO

5. Restrooms cleaned & disinfected frequently? YES NO

6. High touch areas cleaned & disinfected frequently? YES NO

7. Hand washing station or hand sanitizer station stocked & available? YES NO

8. Tape/markings to guide six-foot distancing? YES NO

9. Pool water is tested prior to opening the pool? YES NO

10. Pool water is tested at 4 hour intervals until pool is closed? YES NO

<table>
<thead>
<tr>
<th>Time</th>
<th>Free Chlorine (ppm)</th>
<th>pH</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pool Open (i.e. 8:00 am)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Midday (i.e. 12:00 pm)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool Close (i.e. 4 pm)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C-2 ALLOWED ADDITIONAL ACTIVITIES
SAMPLE GUIDELINES FOR PUBLIC SWIMMING POOLS
SPAS MUST CONTINUE TO REMAIN CLOSED PER THIS ORDER (MAY 22, 2020)

FACILITY NAME

SITE ADDRESS/CITY/ZIP

THE HEALTH OFFICER’S ORDER PROHIBITS GATHERING AT THE POOL. THE POOL MUST BE ACTIVELY
MONITORED AND MANAGED TO ENSURE THAT THE HEALTH OFFICER’S ORDERS ARE ENFORCED

Pool owner/operator (i.e., HOA, apartment and hotel management) are legally responsible for
ensuring the pool’s operation is compliant with the Order.

SIGNAGE

☐ Post a copy of the Social Distancing Sign at each gate entry or other easily viewable location.

☐ Post a copy of the Social Distancing Guidelines (Appendix C-2) at each gate entry or other easily viewable location.

☐ Other: ____________________________

MEASURES TO PREVENT GATHERING AND ENSURE SOCIAL DISTANCING

Ensure social distancing by (1) having members of the same household use the pool at the same
time period or (2) in a manner that ensures the Health Officer orders are enforced (recommend dividing pool
occupancy by half). Any measures put in place must be reflected in the required posted written protocols.

☐ Minimum six feet of social distancing is required in and out of the pool.

☐ No personal contact in and out of pool unless pool users are from the same household (No contact swim lessons).

☐ Lap swimming shall be separated by alternate lanes or maintain 6 feet social distancing. Only one person per lane.

☐ Face covering is required for all those on the pool deck. Do not wear a face covering while in the pool.

☐ Eliminate shared equipment and pool furniture in the facility or disinfect after each use.

☐ Place tape or other markings at least six feet apart in pool user line areas or any other area in the
pool where pool users congregate (e.g. line for outdoor showers).

☐ Other: ____________________________
APPENDIX C-2 ALLOWED ADDITIONAL ACTIVITIES

SAMPLE GUIDELINES FOR PUBLIC SWIMMING POOLS
SPAS MUST CONTINUE TO REMAIN CLOSED PER THIS ORDER (MAY 22, 2020)

THE HEALTH OFFICER'S ORDER PROHIBITS GATHERING AT THE POOL. THE POOL MUST BE ACTIVELY MONITORED AND MANAGED TO ENSURE THAT THE HEALTH OFFICER'S ORDERS ARE ENFORCED

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☐ Eliminate shared equipment and pool furniture in the facility or disinfect after each use.

☐ Place tape or other markings at least six feet apart in pool user line areas or any other area in the pool where pool users congregate (e.g. line for outdoor showers).

☐ Other: __________________________________________
**MEASURES TO INCREASE SANITATION**

**Cleaning and Disinfecting Pools:**

- Maintain proper disinfectant levels:
  - | Type                  | Free Chlorine | pH     |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Pools With Cyanuric Acid</td>
<td>2-10 ppm</td>
<td>7.2-7.8</td>
</tr>
<tr>
<td>Pools Without Cyanuric Acid</td>
<td>1-10 ppm</td>
<td>7.2-7.8</td>
</tr>
</tbody>
</table>

  Ensure daily monitoring and recording of pool chemicals (chlorine, pH, and cyanuric acid). If the operator notices the chemicals are not within their appropriate range, the pool shall be closed until the chemicals are balanced to the correct levels.

- Recommend maintaining a checklist with attendance records to aid in contact tracing as needed.

**Cleaning and Disinfecting Ancillary Areas:**

- Keep locker rooms closed.

- Stock handwashing stations with liquid soap and paper towels. Provide hand sanitizer with at least 60% alcohol for pool users/visitors to use.

- Clean and disinfect frequently touched surfaces: handrails and ladders, ADA lift door/gate handles, surfaces of restrooms: handwashing stations, diaper changing stations, and showers. Any multi-touch contact surface that has been identified.

  *Examples of disinfectants: Alcohol solutions with at least 70% alcohol may be used for surfaces. Diluted household bleach solutions may also be used: To make a bleach solution, mix: 5 tablespoons (1/3rd cup) bleach per gallon of water as per CDC Guidelines.*

**MEASURES TO PROTECT EMPLOYEE HEALTH (IF APPLICABLE)**

- Distribute a copy of the safety guidelines to each employee.

- Instruct employees not to come to work for at least 14 days if they are exhibiting COVID-19 symptoms and/or seek a health care provider.

- Check employees for symptoms (fever, cough, or shortness of breath) of illness prior to entering work space by following CDC guidelines.

- Employees shall wear face coverings in the workplace.

- Liquid soap, warm water, and paper towels are available to all employees for handwashing.

- Hand sanitizer (at least 60% alcohol) and other EPA approved disinfectants are available to all employees.

- Individual work stations are separated by at least six feet or with a physical barrier.
☐ All employees/attendants have been instructed to maintain at least six feet distance from pool users and from each other as much as practicable.

☐ Sanitize all individual work stations and common touch points frequently.

☐ Common areas such as break rooms and bathrooms are to be sanitized after each use.

For indoor pools, make sure ventilation systems work properly. Increase air circulation by introducing outdoor air as much as possible by opening windows and doors or using fans; however, do not open windows and doors if doing so poses a safety risk to staff, patrons, or swimmers.

☐ Other: ____________________________________________________________

Optional Measures:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

For additional information refer to the latest Health Officer's order:
https://www.smchealth.org/post/health-officer-statements-and-orders

IT IS THE LEGAL RESPONSIBILITY OF THE POOL OWNER/OPERATOR TO ENSURE ALL APPLICABLE REQUIREMENTS ARE FOLLOWED TO PROTECT THE SAFETY OF THE POOL USERS. IF OPERATORS ARE UNABLE TO DO SO, THE POOL SHALL REMAIN CLOSED.

Contact the owner or person in charge listed below with any questions about the following safety measure protocols.

NAME _________________________________________________________________

EMAIL ___________________________________ PHONE NUMBER ______________

05/21/2020  page 3 of 3
PROFESSIONAL SERVICES AGREEMENT  
(Menlo Park Aquatic Facilities) 

This Professional Services Agreement ("Agreement") is made and executed as of March 27, 2018, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheeper, Inc., a California S Corporation ("Provider"). referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, City is the owner of certain premises ("Premises") described below, and desires to provide recreational aquatics programming for the benefit of the community at the Premises;

WHEREAS, City desires to engage Provider to provide the recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations at the Premises ("Services") consistent with the current level of programming;

WHEREAS, Provider has been providing the Services pursuant to a Lease Agreement, which is expiring on March 31, 2018, and has the necessary professional expertise, qualifications and capability, and all required licenses and/or certificates the provide the services; and

WHEREAS, City and Provider desire to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. PREMISES. The Premises includes both the "Burgess Pool", 501 Laurel Street, Menlo Park, CA and the "Belle Haven Pool", 100 Terminal Avenue, Menlo Park, CA as defined herein. Burgess Aquatic Facility ("Burgess Pool") consists of the fenced pool area at the City’s Civic Center campus at Burgess Park. Burgess Pool includes the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, lawn area, pool mechanical room, lobby area, and all associated areas in the City of Menlo Park, County of San Mateo, State of California, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference. The Belle Haven Pool ("Belle Haven Pool") is a six-lane x 25-meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a, locker room, shower facilities, mechanical room, office and small children’s wading pool in a fenced area as shown in Exhibit B, attached hereto and incorporated herein by reference.

2. SCOPE OF SERVICES. Provider shall perform the Services, as more particularly described in Exhibit C attached hereto and incorporated herein by this reference in accordance with the terms and conditions contained in this
Agreement. Performance of all Services shall be to the reasonable satisfaction of the City.

3. TERM. The term of this Agreement shall commence on April 1, 2018 and shall terminate on August 31, 2020 (“Term”). If not terminated as set forth hereinafter, this Agreement shall automatically renew for successive 12-month periods (each year an “Extended Term”), subject to all of the same terms and conditions contained in this Agreement. Not less than 180 days prior to the expiration of the Term or Extended Term, either of the Parties may provide written notice requesting either an evaluation of the terms and conditions of this Agreement or termination of this Agreement. In the event no such notice of termination is given, this Agreement shall automatically continue for an Extended Term.

4. BELLE HAVEN POOL MANAGEMENT FEE. The City shall pay Provider a management fee for the operation of the Belle Haven Pool in an amount not to exceed Five Thousand Dollars ($5,000) per month or Sixty Thousand Dollars ($60,000) per year, unless otherwise approved by the City Council. The City currently receives annual funding for the Belle Haven Pool from Hibiscus Properties, LLC ("Facebook") pursuant to Section 9.1.1 of the Development Agreement dated December 14, 2016 and recorded in the Official Records of the County of San Mateo as Document Number 2016-133794. In addition to the management fee, pursuant to the terms of the prior Lease Agreement, the City shall pay to Provider Five Thousand Dollars ($5,000) per month for the period January 1, 2018 through March 31, 2018 for a total of Fifteen Thousand Dollars ($15,000) for operating the Belle Haven Pool, subject to and upon receipt by the City of funds from Facebook covering that time period. To the extent Provider has been paid all or any portion of the management fee directly by Facebook, the City shall be relieved from the requirement to pay such amount to Provider. If and when such annual funding is reduced or terminated, the City may terminate the Services at the Belle Haven Pool after providing 30 days’ advance written notice to Provider. Provider shall be paid pro rata for Services performed at the Belle Haven Pool up to the termination date. If the Services at the Belle Haven Pool are terminated, the management fee shall also terminate.

5. EXCLUSIVE USE OF PREMISES. Subject to the terms of this Agreement, Provider shall have exclusive use of the Premises for the purposes of conducting aquatics programs, including, but not limited to, a masters swim program, swim team, swim lessons, fitness training, recreational swimming, community rentals and other aquatics programs and providing for reasonable public access to and use of the Premises pursuant to Section 6 of this Agreement. Provider shall have the exclusive right to staff, supervise and contract for such use of the Premises, subject to the terms of this Agreement. The Parties specifically agree that Provider shall accommodate the SOLO swim team’s use of Burgess Pool in accordance with schedule and terms set forth in Exhibit D, which shall not
be modified without mutual agreement of Provider and SOLO, unless SOLO is in breach of its contract with Provider.

Provider shall have non-exclusive use of the locker rooms, as depicted on Exhibit A and Exhibit B, to accommodate Provider’s use of the Premises. The Parties agree that use of the locker rooms shall be limited to persons participating in programs and activities offered by Provider or City or other members of the public upon payment to Provider of fees for such use. Specifically, City reserves the right to use the locker rooms for any City program, including facility rentals and programs and for public use on a “pay for use” basis. Provider may only refuse locker room access when patrons fail to follow the rules of conduct approved by the City. Patrons shall have the right to appeal Provider’s decision to the Director of Community Services, if the patron feels denial of locker room access was unreasonable. The Director of Community Services’ decision shall be final.

6. OPERATION, COMMUNITY ACCESS AND SCHEDULING. Provider may operate the Premises between the hours of 5 a.m. to 10 p.m. seven days a week, 365 days a year. Provider currently operates the Burgess Pool from 5:45 a.m. to 8:00 p.m., and until 10:00 p.m. on Tuesdays and Thursdays Monday through Sunday and the Belle Haven Pool from 3:00 p.m. to 7:00 p.m. Monday through Friday. Provider may reasonably modify, subject to prior written approval from the City, which shall not be unreasonably withheld, the current schedule at either the Burgess Pool or the Belle Haven Pool if staffing is not possible or if it is not financially feasible to operate during certain hours. The City will provide its consent or objection to the requested change within 10 business days or the request will be deemed approved.

Provider will be responsible for the scheduling of the Premises. Provider shall provide reasonable public access and community use of the Premises. Provider will not reduce the public access and community use without prior City approval from the Director of Community Services who is authorized to finalize the City’s schedule of use of the Premises. When evaluating the pool space and time allocation, Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

Burgess Pool: Minimum public access and community use will include:

a. Year-round lap swim, seven days per week (except holidays);

b. Seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space;

c. Reasonable availability for other community organizations/users;

d. Programs and reasonable accommodation for all ages and abilities;

e. Inclusive programs for people with disabilities when possible; and

f. Winter programming subject to the City’s provision a dome over the instructional pool, if possible.
Belle Haven Pool: Minimum public access and community use will include:

a. Open to the public for a minimum of 10 weeks during the summer season in June, July, and August. During that time period, the pool shall be open for a minimum of six days a week, Monday through Saturday; and

b. Open/recreational swim hours will be at least three hours per day, six days per week but will be allowed on a “pool sharing” basis with other programming.

7. PROGRAM REGISTRATION AND FEES. Provider shall be responsible for having a method for the public to register and pay for programs. Provider shall collect all program fees for the Services provided pursuant to this Agreement. The program fees charged by Provider shall be as follows:

a. The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other aquatic facilities in surrounding communities and in alignment with the approved business model.

b. Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, fitness training, etc., on a reasonable and comparable fee basis.

c. Review of the program fees shall be included in the annual report to the City. Although Provider is responsible for setting program fees, Provider shall consider both City input and market rates in establishing the program fees.

d. The City will provide limited conference room space at the Arrillaga Family Gymnasium free of charge for Provider’s team meetings and trainings, subject to availability.

e. The City will make sports field space at Burgess Park available free of charge for Provider camps and programs in exchange for pool use for City camps and programs, both subject to availability.

8. REVENUE SHARING. Provider shall maintain an annual profit and loss statement (“Statement”) during the Term and any Extended Term of this Agreement. The Parties acknowledge that the Provider’s Statement includes revenue from the Services at the Premises and also Menlo Fit/Boot Camp revenue and triathlon team revenue. If Provider’s revenue from the Services provided pursuant to this Agreement, exclusive of Menlo Fit/Boot Camp revenue and 2/3 of the triathlon team revenue, exceeds Three Million One Hundred Forty Thousand ($3,140,000) in a single calendar year, Provider shall pay to the City 30 percent such revenue within 60 days of the end of the year.

9. PROGRAM ADMINISTRATION. Provider shall have adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. Provider shall maintain a customer database and appropriate records retention.
Provider shall develop sufficient communication and marketing in order to inform the public of the programs and services. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises, subject to availability. Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall be engaged with City staff and regional aquatics groups throughout the year and shall attend an annual meeting convened by the City. Additionally, Provider shall prepare and provide an annual report no later than January 30 of each year to City staff, which will be presented to the City’s Parks & Recreation Commission for review and comment by the Commission at its February meeting. The annual report should include the following items:

a. Total program hours by program area;
b. Participation statistics by program area including resident and non-resident percentages;
c. Customer satisfaction survey results;
d. User group feedback by program area or rental;
e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
f. Fees by program area and a fee comparison to other public pools in the region;
g. Annual audits and reviews demonstrating standards of care, outlined in Section 12, below, are met;
h. Risk management documentation, outlined in Section 13, below; and
i. Training certifications listed by staff member.

Provider shall maintain reasonable evidence and documentation of this information and have these records accessible to the City at any time following 10 days written notice.

In the event of a third-party dispute or conflict arising out of or related to this Agreement, the City will use best efforts to notify and discuss the issue with Provider before engaging in any dialogue with the third-party involved.

10. COMPLIANCE WITH LAWS AND REGULATIONS. Provider shall comply with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. These regulators and laws include but are not limited to:

a. City of Menlo Park
b. Menlo Park Fire Department
c. San Mateo County Health Department
d. California Department of Health Services
11. HEALTH AND SAFETY. Provider shall maintain health and safety standards in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance with City standards and the other regulatory agencies listed in Section 10 above. These standards include but are not limited to:

a. Employee Injury and Illness Prevention Plan
b. Hazardous Materials Communications and Business Plan
c. Blood borne Pathogens and Bio Hazardous Exposure Control Plan
d. Lifting and Fall Prevention
e. Electrical Safety
f. Emergency Action Planning
g. First Aid
h. Heat Illness and Sun Protection
i. Confined Spaces
j. Chemical Storage
k. Personal Protective Equipment
l. Recreational Waterborne Illnesses (RWI's)
m. Signage

Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

12. STANDARD OF CARE. Provider shall provide aquatic programs and manage the Premises in a manner that is comparable to or above the standard of care that is reasonable and acceptable for a public pool in the surrounding communities. This standard of care should be demonstrated in all areas of operations including: supervision and lifeguard coverage, surveillance techniques, staff training, record keeping, basic maintenance and janitorial services during business hours, cleanliness of facilities, safety, and risk management. Provider is expected to ensure this standard of care by conducting annual audits by qualified external experts and including this information in the annual report to City staff and the City's Parks and Recreation Commission identified in Section 9, above.

13. RISK MANAGEMENT. The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. The Provider shall manage their risk by demonstrating proficiency in the following areas:
a. Emergency Action Plan - staff training plan, drills conducted, emergency equipment and communication process.
b. Facilities & Equipment - inspection, maintenance, and checklists.
c. Supervision - quality, quantity, lesson plans and progression.
d. Training - requirements and appropriate staff.
e. Documentation - manuals, waivers, medical screening, skills screening, risk information provided to public, policies and evaluations.

14. EMERGENCY ACTION PLAN AND PROCEDURES. Provider shall create and maintain all emergency procedures and emergency action plans for the Premises. An emergency action plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of Regulations, Sections 3220 and 3221. The emergency action plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all of the Provider’s employees, including administration and line level employees using the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

15. MAINTENANCE, REPAIR, CUSTODIAL AND LANDSCAPING. The City will be responsible for the maintenance and repair of the equipment and facilities at the Premises, including:

a. Burgess Pool: three pools, appropriate signage, offices, lobby, locker rooms and shower area, restrooms, pool decks, fences and gates, lawn area, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.

b. Belle Haven Pool: two pools, appropriate signage, office, locker rooms and shower area, restrooms, pool decks, fences and gates, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.

If in the course of operating the Premises, Provider identifies any equipment, facilities or portion thereof in need of maintenance or repair, Provider shall notify the City’s Public Works Director or his/her designee as soon as possible and the City shall be responsible for performing the necessary maintenance or repair work. If any maintenance or repair work requires immediate emergency attention, Provider may engage a preferred City contractor directly after obtaining consent from the City’s Public Works Director or his/her designee. Provider shall be reimbursed by the City for any costs incurred by Provider in addressing the immediate/emergency maintain/repair work. If the Facilities or equipment are damaged due to the willful misconduct or negligence of Provider, its employees, subcontractors, or program participants, Provider is responsible for any necessary repair or replacement of such damage at Provider’s sole cost and expense.

Provider shall employ or contract one full-time custodial support staff from 3:00 a.m. to noon, consistent with Provider’s current practice. The City will provide
janitorial service during midday and Saturday and Sunday evenings. The City and Provider shall coordinate custodial services to ensure the Premises is maintained in an orderly, clean and professional condition. The City shall provide all incidental facility supplies, such as paper towels, toilet paper, etc. The City agrees to reimburse Provider, upon approval by the Public Works Director, or his/her designee, up to Two Hundred Dollars ($200) per month for the purchase of incidental supplies. The City shall provide landscaping services for the Premises.

The City shall provide and be billed directly for all necessary pool chemicals. Provider shall employ or contract for a Certified Pool Operator. Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include: daily pool and chemical log and checklists for routine maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annually, and annually).

16. UTILITIES. The City shall provide, without cost to Provider, all utilities necessary to operate the Premises for the purposes identified in this Agreement, including water, sewer, stormwater, electricity, gas, telephone and internet. Provider shall modify operations to comply with any conservation requirements imposed by any utility operator. Provider shall consult with and obtain City approval prior to making any operational changes that would impact utility costs and regulatory compliance.

17. INSURANCE. Provider shall acquire and maintain Workers’ Compensation, Employer Liability, and Commercial General Liability relating to the Provider’s use of the Premises. The insurance company or companies must be approved by the City. Provider will furnish City with certificates and copies of information or declaration pages of the insurance required. Provider would need to provide the City with 30 days’ notice if any changes, cancellation, or non-renewals. Provider is required to disclose any self-insured retentions or deductibles, which shall be subject to City’s approval, not to be unreasonably withheld. Provider’s insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer’s liability (cross liability endorsement). Provider’s insurance coverage shall be primary insurance with respect to City, its Council, Boards, Commissions, agents, officers, volunteers or employees, and any insurance or self-insurance maintained by City, for themselves, and their Council, Boards, Commissions, agents, officers, volunteers or employees shall be in excess of Provider’s insurance and not contributory with it.

The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
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</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Minimum - include endorsement waiving the insurer’s right of subrogation against the City, its</td>
</tr>
</tbody>
</table>
officers, officials, employees and volunteers.

**Employer's Liability**

One Million Dollars ($1,000,000) per accident for bodily injury or disease – include endorsement adding the City, its officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.

**Commercial General Liability**

Three Million Dollars ($3,000,000) per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01 (including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)

If Provider fails to maintain any of the insurance coverage required herein, then City will have the option to terminate this Agreement or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Provider is responsible for any payments made by City to obtain or maintain such insurance.

Provider shall require any subcontractor who uses the Premises more than once in any 12-month period to maintain and carry the same coverage as described above, which policies shall name the City as an additional insured. Provider shall require such subcontractor to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each Party hereby waives and agrees to obtain from each insurance carrier of the insured a "subrogation waiver endorsement" waiving its right of recovery to the extent of insurance proceeds, against the other Party, the other Party’s officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damages, including consequential loss or damage to the insured’s property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the Party.
18. **INSPECTIONS AND AUDITS.** The City reserves the right to conduct periodic and regular site inspections and operational audits.

a. **Safety:** Provider will be required to comply with the City’s safety program guidelines and protocol. Quarterly inspections by an outside vendor will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City’s requests in a timely manner. In addition, documentation demonstrating compliance with all city, county, state and federal regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.

b. **Maintenance:** City staff reserves the right to conduct weekly, monthly, quarterly, and annual inspections relative to Provider’s responsibilities pursuant to this Agreement, including inspections relating to pool chemistry, pool equipment, and safety practices.

c. **Operations:** An annual operational audit will be conducted by an external expert and industry professional approved by the City. An observational audit, lifeguard skills assessment, and site inspection shall be conducted annually. An overall operational audit shall be conducted every two years. This audit should include but may not be limited to: staff skills assessment, staff selection and training procedures, policies and procedures review, site inspection, code compliance and record keeping practices, and adherence to aquatic safety standards.

d. **Financial Review/Audit:** Provider shall provide complete financials for all aquatics programs and/or programs operated out of the Premises (with administrative costs/salaries that may be related to both aquatics and non-aquatics programs fairly allocated between such programs) prepared in accordance with generally accepted accounting principles for each calendar year during the Term of this Agreement for City staff and outside consultant review. The purpose for such review shall be for determining appropriate revenue sharing, if any, pursuant to Section 8. Provider agrees, upon the City’s request, to make all books and records available to the City for review such that the City is provided the opportunity to confirm the accuracy of the financial reports provided.

19. **CITY ACCESS.** The City shall have access to the Premises or any part thereof for municipal purposes, which may include the performance of maintenance and repairs in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas. When City access will be during the Provider’s operational hours and may impact the provision of Services, the City shall provide prior notice and coordinate access with the Provider.

20. **IMPROVEMENTS.** Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises, without the prior
written consent of City, not to be unreasonably delayed or withheld. All improvements or alterations constructed or installed shall be removed and the Premises restored to substantially the same condition existing prior to such construction or installation, upon the termination of this Agreement, unless the prior written approval of City is secured, allowing such improvements or alterations to remain in place, in which case, title thereto shall vest in City. All improvements undertaken pursuant to this Agreement will be at City’s sole expense and the City will be responsible for the use and maintenance of the improvements.

21. **NOISE.** Except in the event of an emergency, Provider shall not use any amplified sound, whistles, bullhorns, music, etc., between the hours of 5:30 a.m. to 8:00 a.m., and/or from 8:00 p.m. to closing during any day of operation. In order to minimize impacts of major events on residents of the surrounding neighborhood, Provider will notify the City on a quarterly basis of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhood in advance of such events.

22. **PARKING.** Provider shall instruct its patrons to park away from the nearest residences before 8:00 a.m. and after 8:00 p.m.

23. **WAIVER OF CLAIMS.** Except as it relates to claims asserted by anyone related to or arising from The City’s failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, Provider waives all claims against City, its Council, Commissions, agents, officers, volunteers, contractors or employees for any damages to the improvements in, upon or about the Premises and for injuries to any employees of Provider or their agents, invitees or sub-contractors in or about the Premises from any cause arising at any time, where City had no involvement or where such damages or injuries did not arise out of the instruction or guidance of the City. In no event shall the City be responsible for loss of profits or any consequential damages to Provider.

24. **INDEMNIFICATION.** Except as it relates to claims asserted by anyone related to or arising from The City’s failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, Provider will defend, indemnify and hold City, its Council, Commissions, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the use of the Premises by Provider, and Provider’s invitees, program participants, and visitors, or from the failure of Provider to keep the Premises in good condition, including all claims arising out of the negligence of Provider, but excluding any damage or injury caused by the willful misconduct or negligence of City or its employees, agents or contractors. City will defend, indemnify and hold Provider, its members, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property,
from any cause of action arising at any time from the willful misconduct or negligence or City or its employees, agents or contractors.

Each Party’s indemnification obligation set forth above will include any and all costs, expenses, attorneys’ fees and liability incurred by any indemnified Party or person in defending against such claims, whether the same proceed to judgment or not. Each Party will, at its own expense and upon written request by a Party to be indemnified as provided hereinabove, defend any such suit or action brought against the Party to be indemnified, its Council, Commissions, members, agents, officers, volunteers or employees (as applicable). This Section will survive the expiration or termination of this Agreement.

25. HAZARDOUS MATERIALS. Provider shall not use or store any Hazardous Materials in, on, or about the Premises except in compliance with all applicable federal, state, and local laws, statutes, ordinances, and governmental regulations, and the highest standards prevailing in the industry for storage and use of any such Hazardous Materials, nor allow any Hazardous Materials to be brought in the Premises, except to use in the ordinary course of Provider's business, and then only after written notice to City of the Hazardous Materials to be used by Provider. Provider shall not cause or permit the escape, release, or disposal of any Hazardous Materials in, on, or about the Premises.

In addition, Provider shall, at City's request, execute affidavits, representations, or other documents concerning Provider’s best knowledge and belief regarding the presence of any Hazardous Materials in the Premises. Provider shall indemnify, defend, and hold harmless City from any liability, cost, or expense, including reasonable attorneys' fees, arising from the use, storage, release or disposal of any Hazardous Materials in, on, or about the Premises by Provider, its agents, employees, contractors, or invitees. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

For the purposes of this Agreement, the term “Hazardous Material” shall mean any substance or material which has been designated hazardous or toxic by any federal, state, county, municipal, or other governmental agency or determined by such agency to be capable of endangering or posing a risk of injury to, or adverse effect on, the health or safety of persons, the environment, or property, including without limitation those substances or materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

26. ATTORNEY’S FEES. In any legal action brought by either Party to enforce the terms of this Agreement, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys’ fees.

27. ARBITRATION. Any dispute regarding the breach of this Agreement shall be decided by binding arbitration pursuant to the rules of the American
Arbitration Association, and not by court action, except as otherwise provided in
this Section or as allowed by California law for judicial review of arbitration
proceedings. Judgment on the arbitration award may be entered in any court
having jurisdiction. The Parties may conduct discovery in accordance with
California Code of Civil Procedure. This provision shall not prohibit the Parties
from filing a judicial action to enable the recording of a notice of pending action for
order of attachment, receivership, injunction, or other provisional remedy. Venue
for the resolution of any such dispute or disputes shall be in San Mateo County,
California.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY
DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ARBITRATION
OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS
PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS
YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR
BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP
YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE
RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES
PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER
AGREEING TO THIS PROVISION, YOU MAY BE COMPelled TO ARBITRATE
UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL
PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS
VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO
SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE
ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

_________________________  _______________________
Provider                  City

28. VENUE. Provider agrees and hereby stipulates that the proper venue
and jurisdiction for resolution of any disputes between the parties arising out of this
Agreement is San Mateo County, California.

29. ASSIGNMENT AND NONTRANSFERABILITY. Provider understands
and acknowledges that assignment of this Agreement is absolutely prohibited
without the written consent of City, and any attempt to do so without City’s written
consent may result in termination of the Agreement at the will of City.
Notwithstanding the foregoing, City shall grant permission to Provider to contract
with other entities or organizations to provide some of the programs at the
Premises for certain hours, subject to prior approval by the City, which shall not be
unreasonably withheld. Such use is contingent, in part, upon said entity or
organization indemnifying and insuring City in the same manner and amount that
Provider has indemnified and insured City under this Agreement. City, its Council,
Boards, Commissions, agents, officers, volunteers and employees shall be named
as additional insureds. Any insurance policy maintained by a such an entity organization will be in addition to, and shall not replace, any insurance required of Provider.

30. LIENS AND ENCUMBRANCES. Provider shall have no authority to do anything that may result in a lien or encumbrance against the Premises. Without limiting the foregoing, however, Provider agrees to pay promptly all costs associated with the activities associated with this Agreement and not to cause, Agreement, or suffer any lien or encumbrance to be asserted against the Premises. In the event that Provider causes, leases, or suffers any lien or encumbrance to be asserted against the Premises related to activities associated with this Agreement, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

31. TERMINATION OF AGREEMENT.

a. Default. City or Provider shall have the right to terminate this Agreement by written notice to the other party for any default or breach of any term or condition of this Agreement by the other Party; provided, however, the non-defaulting and non-breaching Party must first deliver written notice to the other Party of any such default or breach, and if such breach or default exists for more than 30 days after the delivery of such notice without being cured, the non-defaulting and non-breaching Party may elect to terminate this Agreement by giving written notice of such termination to the defaulting Party. Termination shall be effective on the date specified in the notice, which date shall not be less than 30 days nor more than 180 days following such notice. In addition to termination, the non-defaulting and non-breaching Party shall be entitled to pursue any and all other remedies provided by law.

b. City Dissatisfaction. If City and/or Menlo Park community believes Provider has not satisfied community needs with respect to public access, service and program quality, public safety, noise restrictions and/or parking, City may deliver written notice to Provider of such dissatisfaction and the Parties shall meet and confer within 15 days of Provider's receipt of such notice. If the matter is not resolved to the City Manager's satisfaction, City may terminate this Agreement by giving written notice of such termination to Provider. Termination shall be effective not less than 90 days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within 10 days of Provider's receipt of such notice. Upon receipt of Provider's timely appeal, the Council shall place the matter on the City Council agenda and make the final determination with regard to the termination of the Agreement and shall give written notice to Provider of such final determination. If the City Council determines the Agreement
should be terminated, termination of the Agreement shall be effective not less than 90 days after the date of such notice.

c. City Expense. The City may terminate this Agreement, effective 90 days from the date of the notice, if the City’s costs for maintenance and repair (Section 15), and utilities (Section 16) are exceeding the amounts budgeted by the City for such costs.

d. Provider’s Option. Provider may terminate the Agreement at Provider’s option upon the occurrence of any of the following: (1) upon the death of Tim Sheeper; (2) upon the disability of Tim Sheeper, if such disability prevents him from running Provider’s business operations for a continuous period of 60 consecutive days; or (3) upon financial hardship, which shall require not less than six month written notice to terminate Agreement based on financial hardship.

Termination shall be effective on the later of 90 days after the date of any such notice, the date of termination specified in the notice or such later effective date as is required pursuant to any specific provision of this Agreement. In the event Provider does not elect to terminate the Agreement as permitted herein, the Agreement shall remain in full force and effect for the remainder of the Term, unless subsequently terminated for another cause or event as specified herein.

32. CONDITION OF PREMISES UPON TERMINATION. Upon the effective termination of the Agreement, Provider shall restore the Premises to its condition prior to the execution of this Agreement, excluding (a) wear and tear and natural deterioration based on the passage of time, (b) items subject to the City’s obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, and (c) other changes or improvements to the Premises previously approved by the City, remove all personal property, including furniture, furnishings, vehicles, and equipment, belonging to Provider or Provider’s employees, invitees, and agents. Should Provider fail to perform those obligations by the effective termination date, the Parties agree to the following:

a. Such remaining property shall be deemed abandoned and Provider waives all provisions for disposition of abandoned personal property required by California law including but not limited to California Code of Civil Procedure Section 1980 et. seq. (requiring notice for reclaiming abandoned property and public sale for disposition).

b. City has the right to take action to remove Provider’s personal property. Should City exercise this right, Provider shall be liable to City for:

i. the actual cost of this removal, demonstrated by valid receipts and invoices;

ii. a 15 percent overhead to City for reasonable costs in contracting and supervising the removal work; and
iii. any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within 10 days of submission of invoice to Provider. If not paid within this time, then interest will be charged at 10 percent or the maximum extent allowed by law, whichever is less.

33. NOTICE. All notices under this Agreement shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should City or Provider have a change of address, the other party shall immediately be notified as provided in this section of such change.

Provider
Team Sheeper, Inc.
Attn: Tim Sheeper
501 Laurel Street
Menlo Park, CA 94025
(650) 369-7946

City
City of Menlo Park
Attn: City Manager
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6610

34. COMPLETE AGREEMENT. This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous agreements (whether oral or written) between the Parties with respect to the matters set forth herein.

35. AMENDMENT. This Agreement may be amended only by a written instrument executed by the Parties.

36. AUTHORITY. The individuals executing this Agreement on behalf of Provider represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Agreement.

37. NO WAIVER. Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. City's receipt of rent with knowledge of Provider's violation of a covenant does not waive City's right to enforce any covenant of this Agreement. No waiver by either Party of a provision of this Agreement will be considered to have been made unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their officers therein duly authorized as of the date and year first written above.
CITY OF MENLO PARK

By: __________________________

ATTEST:

________________________
City Clerk

TEAM SHEEPER, L.L.C.
501 Laurel Street
Menlo Park, CA 94025

By: __________________________
Tim Sheeper, Chief Executive Officer
Exhibits

A. Burgess Pool Site Map
B. Belle Haven Pool Site Map
C. Scope of Services
D. SOLO Schedule and Terms
EXHIBIT A

BURGESS POOL MAP
BELLE HAVEN POOL MAP:

Parking Lot

- Mechanical Room & Chemical Storage
- Men’s Locker Room
- Office
- Woman’s Locker Room
- Main Pool
- Mechanical and Chemical Storage Room
- Wading Pool
Menlo Swim and Sport
2018 Scope of Services

1. **Lap Swim**
   Description: Community based, non-structured, fitness swimming in both performance and instructional pools with the goal of having lane availability whenever the business is open. Drop-in and membership options
   Frequency: 7 days/wk, year-round
   Times: Opening to closing
   Belle Haven: Weekdays during all open hours, year-round

2. **Open Swim**
   Description: Community-based, non-structured, play and family time in both the performance and instructional pool. Increasing pool availability during warmer high demand seasons. Drop-in and seasonal memberships options.
   Frequency: 7 days/wk, year-round
   Times: Late morning to evening hours, all-day on weekends
   Belle Haven: Summer focus-4 hours/daily

3. **Menlo Aquatics-Youth Year-Round Swim Team**
   Description: Community-based, structured and programmed with performance incentives including weekend off-site coached events and competitions. Segmented and serving various age-groups from 6-18 year olds. Monthly memberships.
   Frequency: 6 days/wk, year-round
   Times: After school to late evening weekdays and late morning on Saturdays
   Belle Haven: Full program not available, but Belle Haven is used during summer.

4. **Menlo Mavericks-Youth Summer Swim Team**
   Description: Community-based, introductory-level, structured and coached 10-week program that is part of a regional competitive league with weekday and weekend events. Monthly memberships.
   Frequency: Monday-Saturday, summer only
   Times: Morning and afternoon hours throughout the summer
   Belle Haven: Not available

5. **Menlo Mavericks-Youth Water Polo Team**
   Description: Community-based, year-round team that serves introductory and intermediate level players that compete locally and regionally. Monthly memberships.
   Frequency: 3 days/wk
   Times: Afternoons year round
   Belle Haven: Only available at Belle Haven

6. **Menlo Swim School**
Description: Community-based, year-round service that targets individuals 6 months to adults. Small group, semi-private and private instruction that teaches to class ability level. Various segmented levels that supports time efficient and optimum improvement. Monthly membership.
Frequency: 7 days/wk, year-round.
Times: Mornings to late evening with a long lunch break.
Belle Haven: Available spring, summer and fall

7. Camp Menlo-Summer and School Holiday Camps
Description: Community based, seasonal program that serves youth from 4.5-15 year olds with 5 different offerings of week-long camps. Pre and post camp care is available. Most campers take part in a small group swim lesson each day. Weekly fee.
Frequency: Monday-Friday for 10 weeks spanning the summer months.
Times: Early morning to late afternoon options.
Belle Haven: Not available at Belle Haven

8. Menlo Masters-Adult Swim Team
Description: Community-based, year-round team that serves introductory to advanced participants. Stroke and fitness improvement along with growth of interpersonal relationships and connection to the community are the goals. Local, regional and international competitions are a part of the curriculum. Monthly memberships and daily drop-ins available.
Frequency: Several daily workouts available.
Times: Before work, lunch-time and weekend morning offerings.
Belle Haven: Not available

9. Team Sheeper Triathlon-Adult Triathlon Program
Description: Community-based, year-round team that serves introductory to advanced participants. Improving personal skills and fitness along with community connection are the main goals. Monthly membership.
Frequency: A few workouts on daily basis year round.
Times: Before work, lunch-times and evenings during the week and morning on weekends.
Belle Haven: Not available

10. Aqua Fit-Adult Water Exercise
Description: Community based, year-round program that targets the non-swimming fitness seekers including the senior population seeking respite from gravity based land exercises. Cardio-vascular and muscular strength improvement is focused upon.
Monthly memberships and daily drop-ins available.
Frequency: Offered daily, excluding Saturday.
Times: Early mornings weekdays and Sunday, evenings on Tuesday and Thursday.
Belle Haven: Not available
11. **Aqua Wellness- Adult Water Therapy**  
Description: Community based, year-round program that targets individuals who need assistance with range-of-motion in joints, muscular strength and coordination or are in recovery from an illness or surgical procedure. Monthly memberships or daily drop-ins available.  
Frequency: 3 mornings per week  
Times: Mid to late morning hours  
Belle Haven: Not available

12. **Menlo Mavens-Women’s Water Polo Team**  
Description: Community based, year-round program that attracts beginners to high level players. The uniqueness of the program serves as a connection point for many women who thrive on interacting with other inspiring and courageous women in the community. The team competes locally, regionally and internationally. Monthly membership and drop-in options available.  
Frequency: 2 times per week  
Times: Weekday evening and weekend morning  
Belle Haven: Annual weekend tournament is hosted at Belle Haven

13. **Pro Services-Private Premium Coaching**  
Description: Personal and tailored premium coaching available for clients who do not fit into our established group structure or for those who want the extra attention from a professional level instructor. Monthly memberships or per session fee available.  
Frequency: Daily, year-round  
Time: Flexible and available all open hours  
Belle Haven: Available during open hours with a highly experienced professional

14. **Safety Academy-Lifeguard Certification Courses**  
Description: Red Cross certified lifeguard classes are instructed by our Red Cross certified instructors for anyone in the community or region who are seeking their Red Cross lifeguarding certification. A 3-day, 30+ hour course that blends on-site learning and on-line learning. Certification class fee.  
Frequency: Monthly year-round, and weekly during peak summer months  
Times: Friday evenings, and full day Saturdays and Sundays.  
Belle Haven: A portion of the classes are conducted at Belle Haven

15. **Community Rentals and Clinics**  
Description: For profit and not for profit community based rentals agreements are entered into throughout the year. An underwater hockey team, a youth swim team (SOLO), a triathlon team (Team in Training) are the year-long agreements. Along with Boy scouts, Cub scouts, Girl Scouts and public and private schools, personal swim clinics. Full pool and individual lane rentals are available  
Frequency: Daily, year-round  
Time: Various times throughout the year
Belle Haven: Synchronized swimming is the predominant agreement

16. **Menlo Boot Camp-Adult Land Based Exercise Classes**
   Description: Community based, year-round program focused on improving general functional strength and well-being for adults. Strength and endurance exercises are used in a group setting that forms community and purpose for life-long vitality and mobility. Monthly memberships and daily drop-in options available.
   Frequency: Weekdays, year-round
   Times: Early and mid-morning hours
   Belle Haven: Not available

17. **Pro Shop-Food and Merchandise**
   Description: Support of fuel and gear for the community members using the aquatic or surrounding campus at Burgess Park. Low prices on food and merchandise and the high accessibility of the store make it a convenience for staff and participants.
   Frequency: Daily, year-round
   Times: During all open hours
   Belle Haven: Available on a reduced scale.
EXHIBIT D
SOLO SCHEDULE AND TERMS

The SOLO Aquatics swim team (“SOLO”) will be able to use Burgess Pool and Belle Haven Pool on the following terms:

a. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, eight (8) lanes in Burgess performance pool September 1st through May 31st.
b. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, four (4) lanes in Burgess performance pool June 1st through August 31st. Additional lanes may be provided at current rental rates during summer if Provider agrees and open swim attendance allows.
c. Rental rate will be $14 per lane hour for the term of the Agreement.
d. SOLO may elect to opt out of any of the hours provided for herein with 30 days notice.
e. SOLO will be billed thirty (30) days in advance and on a monthly basis. Any payment not received by Provider within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.
f. When the Belle Haven Pool is operational, youth swim team rental shall have the option to use the Belle Haven Pool at agreed upon rates and times.
g. Youth swim team will have access lobby area of the Burgess Pool for marketing purposes to be approved by Provider in advance.
h. SOLO shall provide proof of insurance listing the Provider and City as additional insureds.
i. SOLO shall comply with all of the facilities policies and rules of conduct.
j. SOLO may not allow any other organization or individual to use any of the privileges or services provided by the Provider.
k. SOLO is responsible for the control and supervision of all participants in their program.
l. If storage is provided for equipment at the request by SOLO, the Provider is not responsible for any damages or losses to the SOLO’s equipment.
m. They City and Provider reserve the right to close the pool(s) at any time for maintenance or any safety reason. Provider will make every attempt to give notice when possible and assist with informing the SOLO and its participants.
n. Provider shall have the right to terminate its agreement with SOLO by written notice to the SOLO for any default or breach of any term or condition herein. SOLO will be provided not less than thirty (30) days notice and opportunity to cure any notice of default. Provider shall provide City with a copy of any notice of default provided to SOLO.
o. City requires a written agreement on a form approved by the City Attorney between the two parties with a copy provided to the City no later than the commencement of the Term of the Agreement between the City and Provider; provided however, Provider shall not be considered in default of the terms and provisions of the Agreement if SOLO has refused to execute a written agreement with Provider on such form approved by the City Attorney.