

CONTRACT FOR SERVICES BETWEEN THE CITY OF BISBEE AND THE LEAP
INSTITUTE FOR THE OPERATION OF THE CITY POOL, 2015 SEASON

THIS CONTRACT is made this 17th day of March, 2015, by and between the City of Bisbee (hereinafter "the City") and The L.E.A.P. Institute, an Arizona nonprofit corporation (hereinafter "the Contractor").

WHEREAS the City is in need of certain services, for the operation of the City Pool at Higgins Hill Park for the 2015 season; and

WHEREAS the Contractor has offered to perform the proposed work in accordance with the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, IT IS HEREBY AGREED THAT:

1. The Contractor promises and agrees to perform the work and to provide the services as described in this Contract for Services and as more particularly described in the attached "Bisbee City Pool Proposal" dated March 17th, 2015, which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees, and in compliance with applicable laws and regulations. This work shall also be performed in a manner that is consistent with the "Standard Terms and Conditions, City of Bisbee Contract," which terms are fully incorporated into this Contract by reference, and with the "Special Terms and Conditions" which are attached to this Contract. In the event of any conflict between the respective terms and conditions of this Contract for Services, including the "Standard Terms and Conditions" and the attached "Bisbee City Pool Proposal," the terms and conditions of this Contract for Services, the "Special Terms and Conditions," and "Standard Terms and Conditions" shall prevail, in this order of priority.
2. The Contractor agrees to provide all of the services necessary for the operation of the City Pool during the period from May 1, 2015, through September 7, 2015, as more particularly described in the attached Pool Proposal. All of the services required by this Contract shall be provided in a complete and acceptable form, as such work is customarily provided according to professional standards applicable to completion of this type of service work. The City shall provide the pool facilities, equipment, utility services, the materials necessary for maintaining the water quality of the pool and pay the business license fee. The City shall also provide any maintenance, repairs, or replacement of the equipment and facilities that may be necessary.
3. This Contract shall remain in effect for a period of eight months from the date of approval. It may be renewed for an additional period upon the mutual agreement of the parties.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete and full payment for the performance of all required services, the full amount of all revenues received through its operations of the pool, including the sale of concession items provided by the Contractor.

5. All notices shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

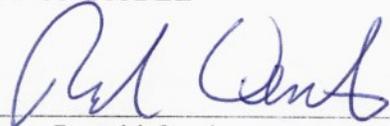
Joni Giacomino
Vice President
The L.E.A.P. Institute
609 Yuma Trail
Bisbee, AZ 85603

TO CITY:

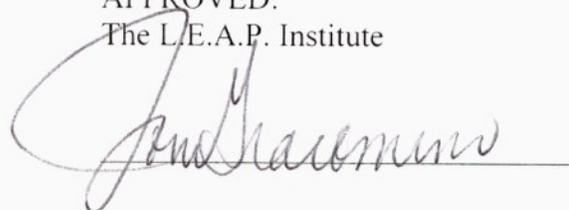
Jestin Johnson
City Manager
118 Arizona Street
Bisbee, AZ 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

APPROVED:
CITY OF BISBEE

By 
Mayor, Ronald Oertle

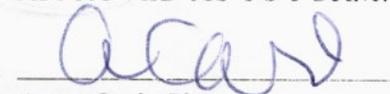
APPROVED:
The L.E.A.P. Institute


Name: Joni Giacomino
Title: Vice President
Address: 609 Yuma Trail
Bisbee, AZ 85603

ATTEST:


Ashlee Coronado, City Clerk

APPROVED AS TO FORM:


Anne Carl, City Attorney

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR SERVICES BETWEEN THE CITY OF BISBEE AND THE LEAP INSTITUTE FOR THE OPERATION OF THE CITY POOL, 2015 SEASON

1. The City will not provide any utility services, such as internet service, which are not currently available at the pool facility. The Contractor may arrange, at its own costs, for such service, should it be necessary, but the City will not assume responsibility for this service, or any costs associated with it.
2. As part of this arrangement, the Contractor will also have the City's permission to conduct certain periodic fund raising events in Higgins Hill Park for the support of the Contractor's operations. No additional permission from Mayor and Council is required for any such activities which are within the scope of those activities which would not require the preparation and approval of an Operations Plan under the City's current rules. The Contractor shall provide the Public Works Director with a completed permit application form for those activities which may be permitted by the Public Works Director, and permission for all such activities will be granted, subject to any reasonable restrictions, without any additional payment or fees from the Contractor.
3. The proposed modification of the users' fees proposed by the Contractor will require the formal adoption of an ordinance by the Mayor and Council. The City agrees to submit this proposal for approval at its earliest convenience.
4. The Contractor shall provide to the City a copy of its insurance policy, designating the City as a co-insured party, in an amount of not less than two million dollars (\$2,000,000.00) of general liability coverage, prior to opening the pool for public use. This policy will be paid for by the city of Bisbee.
5. The City will enter into a Red Cross Authorized Provider Agreement provided that the Contractor will assume all of the costs and obligations of such agreement on behalf of the City.
6. All of the activities conducted by the Contractor at the pool or on City property shall be conducted in a manner that is in compliance with all applicable laws, rules, and regulations of the City of Bisbee, Cochise County, the State of Arizona, and the federal government. This shall include, but not be limited to, all such laws, rules, and regulations related to employment, food handling, environmental protection, public health, and safety.

7. The City and the Contractor will schedule a mutual inspection of the pool facilities and equipment at least 60 days after the approval of this Contract. The City will repair or replace the necessary equipment and facilities prior to the beginning of operations. No new construction or upgrades will occur once Contractor has taken control unless prior agreement and arrangement with Contractor occurs. Any repairs and maintenance by City will include a two day notice unless they are emergency actions at which time the Contractor will be immediately contacted. These repairs and maintenance will be scheduled around pool activities and events unless they are emergency actions.

8. This Contract is a contract for providing management and operations of the pool. The Contractor is leasing facility and does not convey any interest in the City's real or personal property. Contractor is providing a recreational service for the community through City property. The City, its officials, employees, and agents, shall retain a right to enter and to access the subject property only with prior notice for repairing and maintaining this property (see #7). City will access the facility with prior notice and arrangement with Contractor for maintenance purposes.

9. The City will pay the business licensing fee for operations for the season. The City will supply janitorial supplies, chemicals and other materials necessary for the maintenance of a public swimming pool. The City will deliver chemicals prior to May 1, 2015. If chemicals delivered are not sufficient to last the season (end of contract), Contractor will provide a list of needed chemicals to City a week prior to need. Water test chemicals can be picked up from supplier by Contractor if City requests. Chemicals necessary are: Tri-chloride (14 – 50lb. buckets or equivalent), sodium bicarbonate (100 lbs.), algaecide (2 large bottles), clarifier (4 large bottles), pH, chlorine and Cyanuric acid indicators (4 large bottles each), and 2 bottles water test strips. Janitorial supply requests will be submitted one week in advance using City forms and will be picked up by Contractor.

10. This contract will become null and void if facility does not pass inspection of County Health Department and/or State entities.

LEAP's Intent

LEAP is interested in managing the Bisbee City Pool's operations for the summer season of 2015 for the benefit of the City of Bisbee, The LEAP Institute, and for the community and citizens of Bisbee. This would include managing all pool staff (lifeguards, supervisors) that would be hired and paid by LEAP, programs, events, and services. The American Red Cross Rules and Regulations will be enforced to meet pool personnel requirements and safety standards. The National Pool and Spa Foundation's operating procedures will be used as a guideline for standard operating procedures. LEAP would provide staff training, money handling procedures, and customer service procedures to ensure the facility is operated in a professional manner. LEAP would also obtain liability insurance as required by the City of Bisbee.

LEAP Proposal

LEAP will operate the pool for the 2015 season by:

- providing at least 8 consecutive weeks of pool services May1-September 7, 2015
- providing skilled/certified pool staff
- providing staff uniforms
- purchasing all office, and first aid supplies
- providing concession items for sale
- performing general cleaning, general preventative maintenance, pool chemical balancing, pool system operations, pool basin and water cleaning, deck cleaning, and general sanitization of facility as required of public pools to prevent illness.
- Ensuring patron safety by enforcing existing rules
- Providing supervision for all staff and patrons while performing cashier, concession, lifeguard, and programming duties.
- conserving electricity and water whenever possible
- calling in all requested work orders to city staff when made aware of any issues the City has agreed to provide or maintain.
- providing services and programs to the public based on City approved hours of operation to the best of LEAP's ability. Weather, staffing issues, lack of registrations, lack of skilled staff or hireable instructors, equipment breakdown or any situation that would not allow a safe environment may prevent all hours and program goals to be met.
- providing the City of Bisbee with all requested documentation such as number of programs offered, contact information, scheduled events or staff certification.

LEAP is requesting the City provide the following.

-An operational pool building to include all structural features such as roof, walls, fencing, entryways/doors, plumbing, electrical, lighting (perimeter, building, basin) that is code compliant with City, County, State, and National requirements.

-Obtain a Red Cross Authorized Provider Agreement (LEAP will pay the fees)

-A sound and operational pool system that is safe and approved by the Cochise County Health Department prior to May 1, 2015, the date LEAP is proposing to start operations.

-Required utilities to include electricity, water (to include hot water heater), phone, sewer, and garbage. Payment of business license fee.

-Pool vacuum, pool covers, pool safety equipment (tubes, hooks, life vests, kick boards, pull buoys, skimmers, brooms, trash cans (each restroom stall, outside, and in guard shack), (3) 50 foot hoses, dust pans, shower curtains, cabinet, cash register, desk, office chairs, 20 plastic patio chairs, 3 patio picnic tables, 4 outdoor trash barrels, 4 guard chairs, 2 chair umbrellas, basic tool set, 2 refrigerator, and handicap ramp in reasonable working condition.

-The use of Higgins Park without the charge of any fees for fundraising, events, and programs that will benefit LEAP prior and during the pool season.

-Allow LEAP to keep all revenue generated by services and fundraisers for the City Pool to offset pool operating expenses.

-Allow all group rentals to be booked, scheduled, and approved by LEAP.

-advertise pool services on local City TV channel.

LEAP's Services

LEAP's commitment would include at least 8 weeks of facility operations at 7 days a week. This would begin on or before June 1 and run through September 7, 2013. Open swim and lap swim would be offered daily as primary services with auxiliary services which may include swim events, swimming lessons, lifeguard certification classes, swim team and meets, scuba lessons, water safety courses, guard start program, water aerobics, mom and tot, adult swim lessons, and possibly other community programs based on staff ability and sufficient registration numbers.

Proposed hours of operation (except Independence Day CLOSURE)

Monday -Wednesday

Lap Swim	9am-12pm
Open Swim	1pm-5pm
Lessons/Programs	5pm-6pm
Lap Swim	6pm-7pm
Rental or Event possible	7pm-11pm

Thursday -Friday

Lap Swim	9am-12pm
Open Swim	1pm-5pm
Program	5pm-6pm
Lap Swim	6pm-7pm
Rental or Event possible	7pm-11pm

Saturday-Sunday

Lap Swim	9am-12pm
Open Swim	1pm-6pm
Night Swim, event, or rental possible	7pm-11pm

LEAP would like to propose the changing of fees for admission and group reservation rates in order to increase participation and to meet expected expenses to the following:

General Admission:

Adult (18-64)	\$4.00
Child (5-17)	\$1.25
Senior (65+)	\$3.00

Lap Swim:

Changed to general admission charges

Passes:

Buy 12 pay for 10

Buy 25 pay for 20

Night Swim:

Changed to per event charge

Special Programs

Lap Swim:

Changed to general admission price

Rental:

\$30 per hour (up to 1 guard per 25 people, minimum of 3 guards @ \$15 per hour each)

Swim lessons:

\$35 per session and weekend sessions

Admission rates apply to baby pool

Pool rental between 7pm and 11pm, not day specified LEAP is authorized to implement special pool rates and such provisions as deemed necessary to allow educational or organized community programs to utilize the pool.

LEAP will allow for advanced purchases of admission fees for individuals.