2011 Measure R Opportunity Fund Award Process Application

APPLICANT INFORMATION

ORGANIZATION

Name of Organization:	Town of Mammoth Lakes
Type of Organization (non-profit, HOA, Govt.):	Government
Contact Person:	Stuart Brown
Organization's Address:	P.O. Box 1609
State / Zip:	CA 93546
Office Phone Number:	(760) 934-8989
Email Address:	sbrown@ci.mammoth-lakes.ca.us
Internet Address:	www.townofmammothlakes.com

PROJECT CONTACT PERSON

PROJECT SUMMARY

Name:	Stuart Brown
Mailing Address:	P.O. Box 1609
State/Zip:	CA, 93546
Home Phone Number:	
Mobile Phone Number:	
Email Address:	sbrown@ci.mammoth-lakes.ca.us

1. **Name of Project:** Whitmore Pool Operations

2. **Project Category:** Recreation

3. **Project Type** Maintenance/Operational If **Other** please describe: Operational and administrative only - no facility maintenance funds are included in this application.

4. Measure R Funds Requested: $ 83,000*
*This amount should be the same as requested in the application.

PROJECT APPLICATION

SECTION 1 - PRELIMINARY QUALIFICATIONS:

1. **Describe why this project is considered urgent and was not submitted during the Fall 2010 application process?**

   The Town Manager is seeking $880,000 of labor cost reductions, which includes $150,000 from the Recreation Department to balance the FY 2011-12 budget (See attachment). Of this amount, $67,000 of labor savings can be derived from the potential construction of the multi-use slab (less set-up/tear down-costs), and $83,000 from the elimination of a position(s) or ultimately recreation services. The $83,000 value equates to the operation of the Whitmore Pool. Staff is proposing that the Whitmore Pool be considered for Measure R funding for FY 2011-12 through the "Opportunity Fund Award Process" contingent upon no employee concessions/ personal reductions or other sources of funding being accepted by Town Council.

2. **Does the project live within the Draft Parks and Recreation Master Plan and/or the Draft Trail System Master Plan?**

   YES

   If **YES,** please cite (page # & Section #): Goal 1, page 6: "Maintain parks and open space within and adjacent to town for outdoor recreation and contemplation." Goal 4, page 6: "Provide and encourage a wide variety of outdoor and indoor recreation readily accessible to residents and visitors of all ages."

3. **Does the project meet the "Principles and Priorities" established by the Recreation Commission for the 2010 Fall Measure R funding cycle?**

   NO

   If **YES**, please cite:

4. **Describe your project's/service conceptual plan including size, scope, context/type, design specifications, use, and budget, or budget document.** (This should be an attachment to the application titled: "Project Concept Plan.")

   It is not a conceptual plan but an operational plan. The Whitmore Pool opened for lap swim on May 9, and officially opened to the public on Saturday, May 18, 2011. The pool operates 7-days a week for lap swim, lessons, recreation swim and is the home of the Mammoth Sharks Swim Team. The pool is scheduled to close on September 10, 2011. Attachments include the FY 2011/12 Whitmore Pool Budget, 2011 Mammoth Sharks Facility Use Aggreement, 2009 & 2010 Attendence Statistics and FY 2010 Expenditures.

SECTION 2 - PROJECT DESCRIPTION

1. **Project Location**
   A. **If your project is Development/Design, Implementation/Construction, or Maintenance/Operational, what is the location of your project?**

   The Whitmore Pool is located on Benton Crossing Road

   B. **If your project is Contractual Services where will your services be provided?**

2. **Do you have approval to use the location identified in this application?**

   YES

   If **YES**, Please provide documentation of approval : Town managed.

   If **NO**, describe how and when you will secure this approval?

3. **Provide the costs for each phase of your project or service.** (Where applicable)

   A. Development/Design:

   B. Implementation/Construction:

   C. Maintenance/Operation: (anticipated annual costs) — See attached FY 2011-12 budget

   D. Contractual Services: (define length of contract)

4. **Provide the estimated timeline for each phase of your project or service.** (Where applicable)

   A. Development/Design:

   B. Implementation/Construction:

   C. Maintenance/Operation: — The pool will operate seasonaly thru September 10, then re-open May 2012.

   D. Contractual Services: (define length of contract)

5. **Based upon your project type** ("Project Summary" Question 3) **who is/will be responsible for maintenance and operation upon completion of the project/service?**

   The Town of Mammoth Lakes.

6. **Will there be volunteer hours used for any phase of your project?**

   YES

   If **YES,** please identify which phase, how many hours and the value of those hours: The Mammoth Sharks Swim Team contribute many hours to the pool. This includes the hosting of races & maintenance.

7. **Have any public funds** (Town Funds – includes Measure R) **been previously committed to this project/service or project site?**

   YES

   If **YES**, please list: The operation of this facility has been funded by TOML General Fund dollars (015).

8. **Is Measure R your only funding source for this project/service?**

   NO

   If **NO**, provide amount and source of additional funds(You will be required to provide proof of this funding) 50% of the operational costs of the Whitmore Pool are reimbursable from Mono County (Attachment)

9. **Is your project/service going to have an impact (positive or negative) on existing use in the location you have identified?**

   (Please Describe) N/A

10. **Describe your plan for how the Town of Mammoth Lakes will manage/maintain oversight of this project/service?**

The facility is currently managed by a Recreation Supervisor and staff of 9 certified employees.

SECTION 3 - PROJECT BENEFITS

1. **Describe how your project/service provides a measurable community benefit (incremental visits, revenue, etc..) to the residents and visitors of Mammoth Lakes?**

   This facility greatly enhances the quality of life for our many residents and provides a valuable amenity for our high altitude training professionals and recreation enthusiasts. In 2009/10 the Whitmore Pool had 8,094 visitors and in 2008/09 7,681 visitors. This represents a 5.35% increase in annual visitation.

2. **Describe the targeted users of your project/service? (Include numbers of participants)**

   The largest 3 users of the Whitmore are recreation swimmers, local lap swimmers and the Mammoth Sharks Swim Team (80%). See attachment.

3. **Is it available for limited or year round use?**

   Seasonal operation.

4. **Describe the economic benefits of your project/service.**

   The Whitmore Pool generates approximately $18,000 in annual revenue. This includes 28% ($5,000) from season passes and punch cards (a portion of this revenue would have to be refunded for the 2011 season if the pool closes), 38% ($5,000) from swim lessons and 44% ($8,000) from entry ticket sales.

5. **Please provide any additional information you would like the Recreation Commission to consider when reviewing your application.**

   This is a valuable community and visitor amenity that augments our vision to "Become a premier, year-round resort community based on diverse outdoor recreation, mutli-day events and an ambiance that attracts visitors." Page 7, Town of Mammoth Lakes General Plan 2007.

Submittal Deadline: Friday, April 15, 2011; 12 Noon

June 15, 2011

Balancing Recommendations for FY 2011-12
General Fund and Discretionary Funding

Shortfall Update

June 1 projection of the FY 11/12 General Fund shortfall **($2,618,291)**

Increase in the shortfall per the June 1, 2011 Council direction:

Add funding to pay for the entire cost of the sprung structure ($184,000)

June 15 projection of the FY 11/12 General Fund shortfall **($2,802,291)**

Balancing Recommendations

1) REDUCE LABOR COSTS			
Possible action	**Department(s) affected**	**FY 11/12 savings to General Fund**	**Impact on Town's services**
Town management strongly believes that **reducing staffing levels in any Town department at this point will lead to significant negative impacts.** Reductions in compensation without reducitons in personnel count are favorable and is the only recommended option by management. However, because compensation reductions require consent of employee unions - since the Town has in place contracts with these unions, through 2014 - we simply can not impose compensation reductions absent unions' consent. If such concessions do not happen, the only other alternative to reducing personnel costs is through furloughs (for non-sworn staff) and layoffs (for all). **These options are listed below as options, and <u>not recommendations</u>, of Town management.** We do not support furloughs or layoffs and warn of their detrimental impact on already minimal Town services. **We strongly favor either voluntary reductions, or cuts to outside agencies that receive funding from the Town.**			
Eliminate 3 sworn positions in the Police Department	Police	**$470,000**	A reduction of three sworn positions will lead to layoffs and service reductions, but every attempt will be made to minimize impact on patrol services. If Federal COPS grant is approved, one of the eliminated positions could be reinstated.
Eliminate one position in the Community Development Department	Community Development	**$90,000**	There will be service impacts, such as: longer response time to request for public information and assistance; reduced counter services; reduced support to Commissions; increased permit processing time; increased completion of program initiatives; longer inspection services; and longer code compliance response times.
Eliminate one position in the Public Works Department	Public Works	**$170,000**	Reduction in a management position would lead to spreading of management responsibilities to existing staff, and will result in delays and loss of institutional knowledge.

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Possible action	Department(s) affected	FY 11/12 savings to General Fund	Impact on Town's services
Institute a twice-monthly "business shutdown" of Town government - all Town services / offices, except for police patrol, will be closed every other Friday. Town employees will not be paid for those days.	All departments except for Police patrol	**$265,944**	Service reduction to the public, increase in workload for all Town employees, which will delay completion of projects throughout Town, and may result in cancellation of low-priority work items. This is further complicated by the existing once-a-month furlough by Public Works employees - adding two more furloughs a month to that group may simply result in work stoppage in some areas. All Town employees (except police patrol) would effectively experience a 9.2% salary cut.
Charge up to $88,000 annually in personnel and operating expenses of Community Development to the Workforce Housing (Measure A) fund	Community Development	**$88,000**	The Workforce Housing Fund has a structural surplus of $88,000 in FY 11/12.
Additional personnel reductions to be determined - most likely in Recreation	TBD - Most likely Recreation	**$150,000**	There will most definitely be reductions to services, visible to the public.
Subtotal		**$1,233,944**	

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June 22, 2011

Balancing Measures for the FY 2011-12 Baseline Shortfall in the General Fund

Shortfall Estimate ($2,802,291)

Balancing Measures

A. Accepted by Town Council on June 15, 2011

1) REDUCE LABOR COSTS			
Balancing Measure	**Department(s) affected**	**FY 11/12 savings to General Fund**	**Impact on Town's services**
Eliminate 3 sworn positions in the Police Department	Police	**$470,000**	A reduction of three sworn positions will lead to layoffs and service reductions, particularly in traffic, MONET and School policing. If Federal COPS grant is approved, one of the eliminated positions could be reinstated.
Eliminate one position in the Community Development Department	Community Development	**$90,000**	There will be service impacts, such as: longer response time to request for public information and assistance; reduced counter services; reduced support to Commissions; increased permit processing time; increased completion of program initiatives; longer inspection services; and longer code compliance response times.
Eliminate one position in the Public Works Department	Public Works	**$170,000**	Reduction in a management position would lead to spreading of management responsibilities to existing staff, and will result in delays and loss of institutional knowledge.
Reduce General Fund support for the Ice Rink / Multi-Use Center operations	Recreation	**$67,000**	Reduction is possible due to the anticipated building of a slab
Reduce personnel in Recreation; apply for Measure R or Measure U funds to offset the General Fund loss and keep current staffing	Recreation	**$83,000**	This will lead to an elimination of a position in Recreation, unless Measure R or Measure U provide funding to offset this reduction
Subtotal		**$880,000**	

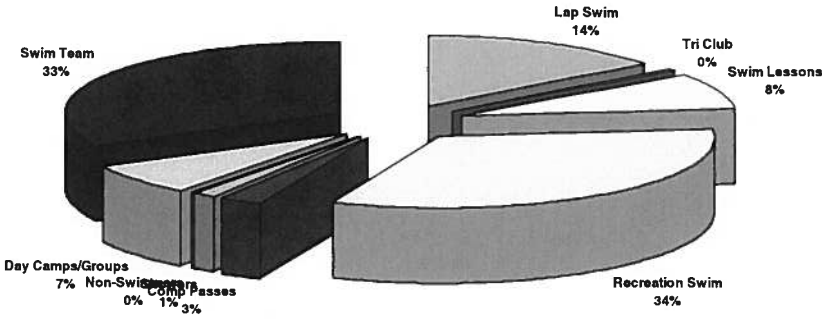
Account	# Account Description	2009 Actual	2010 Actual	2011 Estimated	2012 Dpt Req	Additions/Changes/Comments
FUND 015	**PARKS & RECREATION**					
DEPT 411	**ADVISORY COMMISSIONS**					
51	**PERSONNEL SERVICES**					
51100-110	REGULAR SALARIES		71			
51100-111	TEMPORARY WAGES	8,733	7,884	5,722	11,247	
51100-130	COMPREHENSVE LEAVE VALUE		8			
51900-160	HEALTH INSURANCE		11			
51900-164	WORKERS COMP INSURANCE		21			
51900-167	UNEMPLOYMENT ASSESSMENTS	37	281			
51900-170	PERS (RETIREMENT)		16			
51900-173	PARS (PT RETIREMENT)	169	153	90	219	
51 TOTAL	**PERSONNEL SERVICES**	**8,939**	**8,445**	**5,812**	**11,466**	
52	**SUPPLIES**					
52000-202	OFFICE SUPPLIES	15	10	78	100	
52000-214	FACILITY LEASE & RENTAL	18,400	18,636	20,243	25,860	
52 TOTAL	**SUPPLIES**	**18,415**	**18,646**	**20,321**	**25,960**	
53	**OTHER SERVICES & CHARGES**					
53000-310	CONTRACTUAL SERVICES	121	116	100	100	
53000-321	CONFERENCES, MEETINGS	373				
53000-390	PUBLIC UTILITIES	1,009	1,265	1,341	1,500	
53 TOTAL	**OTHER SERVICES & CHARGES**	**1,503**	**1,381**	**1,441**	**1,600**	
DEPT 411	**ADVISORY COMMISSIONS TOTAL**	**28,857**	**28,472**	**27,574**	**39,026**	
DEPT 419	**CURRENT PLANNING**					
51	**PERSONNEL SERVICES**					
51100-110	REGULAR SALARIES		24,187			
51100-111	TEMPORARY WAGES		44			
51100-130	COMPREHENSVE LEAVE VALUE		452			
51900-160	HEALTH INSURANCE		3,218			
51900-164	WORKERS COMP INSURANCE		162			
51900-170	PERS (RETIREMENT)		5,387			
51900-173	PARS (PT RETIREMENT)		1			
51 TOTAL	**PERSONNEL SERVICES**	**0**	**33,451**	**0**	**0**	
DEPT 419	**CURRENT PLANNING TOTAL**	**0**	**33,451**	**0**	**0**	
DEPT 453	**WHITMORE POOL & REC AREA**					
51	**PERSONNEL SERVICES**					
51100-110	REGULAR SALARIES	46,541	42,052	17,780	18,588	
51100-111	TEMPORARY WAGES	52,590	52,435	36,657	46,300	

FY 2011-2012
Budget Expe[illegible]re Request

Account	# Account Description	2009 Actual	2010 Actual	2011 Estimated	2012 Dpt Req	Additions/Changes/Comments
51100-113	OVERTIME WAGES	870	394	200		
51100-130	COMPREHENSVE LEAVE VALUE	486	1,206	1,000	849	
51900-160	HEALTH INSURANCE	7,659	7,211	3,717	6,510	
51900-164	WORKERS COMP INSURANCE	906	1,240	0	2,684	
51900-167	UNEMPLOYMENT ASSESSMENTS	6,863	9,869	3,743		
51900-170	PERS (RETIREMENT)	9,216	8,762	3,563	5,169	
51900-173	PARS (PT RETIREMENT)	1,034	991	50	900	
51900-175	DEFERRED COMPENSATION				357	
51 TOTAL	**PERSONNEL SERVICES**	**126,165**	**124,160**	**66,710**	**81,357**	
52	**SUPPLIES**					
52000-202	OFFICE SUPPLIES	45	10	50	50	
52000-205	POSTAL SUPPLY & POSTAGE	14				
52000-206	UNIFORMS	771	466	770	800	
52000-207	MAINTENANCE SUPPLIES	894	2,930	0	0	
52000-208	RECREATION SUPPLIES	279	61	500	550	
52000-209	POOL SUPPLIES	4,176	6,183	2,000	4,000	
52000-214	FACILITY LEASE & RENTAL	720	1,268			
52000-215	EQUIPMENT LEASE & RENTAL	53			600	
52000-240	BEVRG/NUTRITIONAL SUPPLY	292	365	400	450	
52000-296	GARAGE VEHICLE SERVICES	12,143	12,647	0	0	
52000-299	VEHICLE/EQUIP REPLAC CHG	13,416	6,753	0	0	
52 TOTAL	**SUPPLIES**	**32,803**	**30,683**	**3,720**	**6,450**	
53	**OTHER SERVICES & CHARGES**					
53000-310	CONTRACTUAL SERVICES	4,915	2,763	224	300	
53000-320	MEMBERSHIP & DUES					
53000-340	ADVERTISING/LEGAL NOTICE	216		424	450	
53000-350	INSURANCE PREMIUMS				854	
53000-360	COMMUNICATN EQUIP MAINT	87				
53000-363	PARK GROUNDS MAINTENANCE	6,550	4,243			
53000-365	PARK BUILDING MAINT	2,304	4,732			
53000-369	EQUIP MAINT AGREEMENTS					
53000-390	PUBLIC UTILITIES	33,480	33,681			
53000-396	TAXES/FEES	803	216			
53 TOTAL	**OTHER SERVICES & CHARGES**	**48,355**	**45,635**	**648**	**1,604**	
54	**CAPITAL OUTLAY**					
54000-450	MACHINERY & EQUIPMENT	1,260	3,105			
54 TOTAL	**CAPITAL OUTLAY**	**1,260**	**3,105**	**0**	**0**	
DEPT 453	**WHITMORE POOL & REC AREA TOTAL**	**208,583**	**203,583**	**71,078**	**89,411**	

	Whitmore Pool Attendance					
	2010					
	May	June	July	Aug/Sept		*Total*
Lap Swim A.M. Includes paid, season pass and punch cards	167	353	278	402	14%	1200
Tri Club		20	13	4	.45%	37
Swim Lessons Includes group, privates, and Stroke Improvement	11	114	400	144	7.5%	669
Rec. Swim Includes paid, season pass and punch cards		316	1642	807	33%	2765
Comp Passes		85*	120*	7	3%	212
Showers		8	69	35	1%	112
Non-Swimmers		1	3	1	.06%	5
Day Camp/Groups		148	160	455	8%	763
Swim Team	587	763	719	635	33%	2704
Total	765	1808	3084	2437		8094

2010 Whitmore Pool Attendance



	Whitmore Pool Attendance					
	2009					
	May	June	July	August	September	*Total*
Lap Swim A.M. Includes paid and season pass	166	218	245	188	62	879
Swim Lessons Includes group and privates	0	147	396	90	0	633
Rec. Swim Includes paid and season pass	0	363	935	640	0	1938
Punch cards	26 punches	85 punches	170 punches	117 punches	0	398
Comp Passes	0	0	0	0	0	0
Showers	0	13	27	50	0	90
Non-Swimmers	0	4	12	0	0	16
Day Camp/Groups		99	336	437	0	872
Swim Team	875	926	975	73	6	2855
Total	1,067	1,855	3,096	1,595	68	7,681

	July 1, 2009 through June 30, 2010	Percent of Total
TOTAL REVENUES	17,169.25	100.00%
EXPENDITURES		
Salaries - Full Time	42,052.15	21.19%
Salaries - Part Time	50,575.08	25.48%
Salaries - Overtime	394.09	0.20%
Comprehensive Leave Value	1,205.56	0.61%
Health Insurance	7,211.50	3.63%
Worker's Comp Insurance	1,239.52	0.62%
Unemployment Assessments	9,869.00	4.97%
PERS	8,761.58	4.41%
PARS	954.86	0.48%
Office Supplies	9.73	0.00%
Postal Supply & Postage	-	0.00%
Uniforms	466.16	0.23%
Maintenance Supplies	2,929.65	1.48%
Recreational Supplies	61.44	0.03%
Pool Supplies	6,182.65	3.12%
Facility Lease & Rental	1,268.13	0.64%
Equipment Lease & Rental	-	0.00%
Beverage/Nutritional Supplies	364.61	0.18%
Garage Vehicle Services	12,790.17	6.44%
Vehicle/Equip Depreciation Charges	6,753.60	3.40%
Contractual Services	2,730.22	1.38%
Training & Education	-	0.00%
Advertising & Legal Notices	-	0.00%
Communication Equipment Maintenance	-	0.00%
Parks Grounds Maintenance	4,242.86	2.14%
Parks Building Maint.	4,732.36	2.38%
Public Utilities	33,681.27	16.97%
TOTAL EXPENDITURES	198,476.19	100.00%
NET COST OF PROGRAM	181,306.94	
TOWN OF MAMMOTH LAKES SUBSIDY	90,653.47	
COUNTY OF MONO SUBSIDY	90,653.47	

		Increase/decrease
Calendar 2000 received FY 00/01	52,815.42	0
Calendar 2001 received FY 01/02	61,343.74	8,528.32
Calendar 2002 received FY 02/03	66,796.28	5,452.54
Calendar 2003 received FY 03/04	51,442.26	-15,354.02
Calendar 2004 received FY 04/05	75,472.92	24,030.66
Calendar 2005 received FY 05/06	84,243.90	8,770.98
Calendar 2006 received FY 06/07	100,814.93	16,571.03
Calendar 2007 received FY 07/08	91,891.32	-8923.61
1/1/08-6/30/08 received 6 months	52,896.33	-38994.99
FY 08/09 billed 8/10/09	94,641.39	55,646.40
FY 09/10 billed 8/10/10	90,653.57	-3,987.82

6/16/2011

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT ("Agreement") is made and entered into this day: 4-29-11 at Mammoth Lakes, Mono County, California, by and between the **TOWN OF MAMMOTH LAKES**, a municipal corporation ("Town"), and **MAMMOTH LAKES SWIM TEAM, INC.,** a California corporation ("Swim Team"), and is made with reference to the following:

I. RECITALS

A. Town leases certain improved real property located at 904 Benton Crossing Road, Mono County, California, commonly known as Whitmore Pool ("Pool") from the City of Los Angeles, Department of Water and Power, and operates such Pool for swimming and other recreational purposes.

B. The Swim Team is a corporation engaged in swimming activities on behalf of, and for the benefit of, its members.

C. Town and Swim Team have negotiated this Agreement for the benefit of both parties and, in order to achieve such benefit, enter into this Agreement for such purpose.

II. AGREEMENT

A. **Recitals Incorporated:** The Recitals set forth above are incorporated into this Agreement as an operative part hereof.

B. **Facilities Use:** During the term of this Agreement, and during the days and times set forth herein only, and subject to paragraph "E" hereunder, Swim Team shall have the exclusive use of the following pool facilities: Large swimming pool; grass and concrete areas immediately surrounding the small and large swimming pools; shower and restroom facilities; patio storage area, and parking lot ("pool facilities"). At its own expense, **Swim Team shall provide all lifeguard and other personnel necessary, and for safe operation of the pool facilities during the days and times set forth in sections "L" and "P" herein.**

C. **Term of Agreement:** This Agreement shall commence May 2, 2011 and shall continue to and include August 14, 2011, unless sooner canceled or terminated.

D. **Consideration For Agreement:** As and for consideration for this Agreement, Swim Team will pay Town the sum of Three Thousand Dollars ($3,000.00) concurrently with execution hereof.

E. **Swim Team Use as Secondary.** Town shall maintain exclusive and overriding authority over operations of the pool, subject only to the grant of use to Swim Team as set forth herein.

F. **Compliance With Law:** Swim Team shall comply with all federal, state, and local laws, ordinances, codes, and regulations including, but not limited to, all safety and maintenance requirements of public pool facilities.

G. **Maintenance of Pool:** Town shall be solely responsible for maintenance and repair of pool facilities. Notwithstanding the foregoing, Swim Team shall be liable for, and shall reimburse Town for, all maintenance and repairs to the pool facilities which are the result of Swim Team's negligence or misuse or the negligence or misuse by any third party using the pool facilities with Swim Team's permission or consent.

H. **No Modifications or Alterations:** Swim Team shall not modify nor alter the pool facilities in any way without the prior written consent of Town.

I. **Assumption of Risk, Waiver, Release, Defense, Indemnity, and Hold Harmless:** Swim Team, in consideration for being permitted by Town to use the pool facilities, hereby does waive, release, and discharge damages for personal injury, death, or property damage which may occur during the hours and days of use assigned to the Swim Team, or which may hereafter accrue, as a result of the use of the pool facilities during the hours and days assigned to the Swim Team. This release is intended to discharge, in advance, the Town, its officers, employees, and agents from any and all liability arising out of or connected in any way with the Swim Team's use of this facility. It is understood that use of this facility involves an element of risk and danger of accidents and knowing those risks Swim Team, its members, officers, and agents do hereby assume those risks. It is further agreed that this waiver, release, and assumption of risk is to be binding on Swim Team and its officers and agents.

Swim Team agrees to defend, indemnify and hold the Town, its officers, employees, and agents free and harmless from any loss, liability, damage, cost, or expense which may be incurred as the result of the death or any injury or property damage that may be sustained by a member of the Swim Team or the public using the pool facilities during the hours of use as assigned to the Swim Team.

J. **Insurance:** Prior to the signing of this Agreement, Swim Team will have provided and Town will have reviewed Swim Team's insurance in order to determine the adequacy thereof. Swim Team shall:

1. Maintain, at a minimum, general liability insurance coverage of $1,000,000.00.

2. Maintain such insurance in effect during the term of this Agreement.

3. Have the Town of Mammoth Lakes, its officers, employees, and agents named as additionally insured under all of such insurance prior to

exercising any rights under this Agreement and provide Town with a certified copy of the rider or modification affecting such requirement. Swim Team shall also deliver a copy of all such policies to the Town concurrently with execution of this Agreement.

4. All of Swim Team's insurance policies shall be amended to provide that such policies shall not be terminated or canceled or coverage reduced or limited without at least thirty (30) days prior written notice to Town.

5. The provisions of this section, J. Insurance, may be waived with the sole approval of the Town's Risk Manager

K. **Maintenance, Cleaning, and Staffing:** During the term of this Agreement, and during the days and times set forth herein only, Swim Team shall assist in the maintenance of the pool facilities and keep the same in a clean and sanitary condition. Notwithstanding the foregoing, Town shall provide technical assistance to bring all pumps and filters on line and perform daily cleaning and maintenance of the facility including the bathrooms.

L. **Swim Team shall be responsible for providing the following staffing:** "Lifeguards will be provided by the Swim Team pursuant to the California Health and Safety Code Section 116028." The Lifeguard Tower is to be used by certified staff only, no children allowed.

M. **Documentation:** Swim Team attendance must be turned in on a weekly basis to the Aquatic Site Coordinator.

N. **Utilities:** Town shall furnish and pay for all heat, electricity, water, and other utilities arising from Swim Team's use of the pool facilities.

O. **Right of Entry:** Town, its officers, employees, and agents shall have the unrestricted right to enter and remain upon the pool premises for purposes of inspection, maintenance, and repair. One key to the Swim Team office must be provided to the Aquatic Site Coordinator for such purposes.

P. **Pool Operation:** Town staff and the Swim Team shall operate the pool facilities during the following days and times, which may be changed or altered by agreement of the parties hereto:

Dates & Times	Program	Staffing
May 2 – June 17 *(Mon. – Fri.)*		
2:00 p.m. - 7:00 p.m.	Swim Team	Swim Team

Dates & Times	Program	Staffing
July 2 *(Sat.)* and August 13 & 14*(Sat. & Sun.)*		
Swim / Triathlon Meets	Swim Team	Swim Team

Dates & Times	Program	Staffing
June 20 – August 12 *(Mon. – Fri.)*		
6:30 a.m. - 8:00 a.m.	Public Lap Swim	Town Staff
8:00 a.m. - 9:30 a.m.*	Swim Team	Swim Team
10:00 a.m. - 11:45 a.m.	Swim Lessons	Town Staff
12:00 p.m. - 4:00 p.m.	Public Swim	Town Staff
4:30 p.m. - 7:00 p.m.	Swim Team	Swim Team

*No Swim Team practice on Monday morning. (Whitmore Staff In-Service Trainings)

This schedule reflects the Town of Mammoth Lakes Parks and Recreation Activities Calendar. Any additional usage of the facility by the Swim Team must be approved by both the Aquatic Site Coordinator and Town of Mammoth Lakes Recreation Supervisor.

Q. **Unilateral Termination:** Either party may terminate this Agreement at any time without cause by written notice given to the other.

R. **Notices:** Should any notice be required, such notice shall be in writing and shall be delivered either in person at the normal offices of the other party, or, in the alternative, it may be given by depositing such notice in the United States mail, postage fully prepaid thereof, and addressed to the parties as follows:

Town of Mammoth Lakes:
~~Administrative Services Director~~ Recreation Manager
Post Office Box 1609
Mammoth Lakes, CA 93546

Mammoth Lakes Swim Team:
C/o David Bassler, President
Post Office Box 9241
Mammoth Lakes, CA 93546

S. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

T. **Entire Agreement:** This document contains the entire agreement between each of the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect, unless there is a subsequent modification in writing signed by the parties hereto or their successors in interest.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures hereunder effective on the date first above written.

Town of Mammoth Lakes:

By: _____
Stuart Brown, Recreation Manager
Town of Mammoth Lakes

Date: 5/3/11

Mammoth Lakes Swim Team;

By: _____
David Bassler, President
Mammoth Lakes Swim Team

Date: 4/29/11

Please include the following documents with this Facilities Use Agreement:

- Swim Team Certificate of Insurance naming the Town of Mammoth Lakes as an additional insured.
- Copies of certification for the Swim Team staff as follows: Current Lifeguard Training as specified in California Health and Safety Code Section 116028.
- Swim Coaches: All certifications required by USA Swimming.

The Town reserves the right to approve all submitted documents.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-602-840-3234
Risk Management Services, Inc.
P.O. Box 32712
Phoenix, AZ 85064-2712

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): 602-274-9138
E-MAIL ADDRESS: info@theriskpeople.com
PRODUCER CUSTOMER ID #:

INSURED
MAMMOTH LAKES SWIM TEAM
USA Swimming, Inc dba USA Swimming
ANNA ALLEN
PO BOX 9241
MAMMOTH LAKES, CA 93546-9241

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LEXINGTON INS CO	19437
INSURER B : MUTUAL OF OMAHA INS CO	71412
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 20967780

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	839-6547	01/01/11	01/01/12	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ EXCLUDED
	X Participant Legal						PERSONAL & ADV INJURY	$ EXCLUDED
	X Liability Included						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	XS MED/DENTAL			T5MPSP35054	01/01/11	01/01/12	Maximum Limit	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Verification of General Liability coverage for INSURED ACTIVITIES. Excess Medical/Dental coverage provided for participants only. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.
30 DAY CANCELLATION PER POLICY PROVISIONS

CERTIFICATE HOLDER

Town of Mammoth Lakes
Recreation Manager
Stuart Brown
Box 1609
Mammoth Lakes, CA 93546
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carolyn J. Blumit

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ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No.839-6547 Issued to United States Swimming, Inc. by Lexington Insurance Company.

ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

Section II – Who is An Insured is amended to include as an "Additional Insured" any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the "Additional Insured" by us or on our behalf, but only with respect to liability arising out of "insured activities" by a United States Swimming, Inc. club or group member.

"Additional Insured" for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an "Additional Insured" by this endorsement is subject to the following additional exclusions:

a. This insurance applies only to an "occurrence" which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;

b. This insurance does not apply to an "occurrence" arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an "Additional Insured";

c. This insurance does not apply to an "occurrence" arising out of or related to any design defect or maintenance of the premises by or on behalf of an "Additional Insured";

d. This insurance shall be considered primary and non contributory with any insurance that the "Additional Insured" maintains, but only for an occurrence" that is not caused by the sole negligence of the "Additional Insured".

Endorsement No. 2

This endorsement, effective January 1, 2011, forms a part of Policy No. 839-6547 issued to United States Swimming, Inc. by Lexington Insurance Company.

OTHER INSUREDS – CLUBS OR GROUP MEMBERS

Section II – Who is An Insured is amended to include United States Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of United States Swimming, Inc., and group members as insured's solely as respects to "bodily injury" and "property damage" arising from "insured activities".

"Insured activities" are defined as:

a. Swimming meets that have been issued a written "sanction" or "approval";

b. Swimming practices, "dry land training activities" and learn to swim programs, where all swimmers or participants are members of United States Swimming, Inc., and are conducted under the direct and active supervision of a "member coach";

c. United States Swimming, Inc. Swim-A-Thons ®;

d. "Approved social events" and "approved fund raising activities";

e. "Swimming Tryouts";

"Sanction" is defined as a permit that has been issued by one of the "United States Swimming, Inc. Local Swimming Committees" to a US Swimming, Inc. club to conduct a meet in conformance with all United States Swimming, Inc. rules.

"Approval" is defined as a permit issued by one of the "United States Swimming, Inc. Local Swimming Committees" for meets conducted in conformance with United States Swimming, Inc. technical rules in which both members and non members may compete. United States Swimming, Inc. member clubs that either host or participate in a meet that has been issued an "approval" will be consider an insured provided that all of its athletes or participants and coaches are members of United States Swimming, Inc.

"Member coach" is defined as a coach member of United States Swimming, Inc. who has complied with safety training required by United States Swimming, Inc.

"Approved social events" and "approved fund raising activities" are events and activities for which an insured has received approval from Risk Management Services, Inc.

"Swimming Tryouts" are defined as swimming practices where a swimmer(s) who is not and who has never been a member of United States Swimming, Inc. participates with a

United States Swimming, Inc. club, for a period not to exceed thirty consecutive days in a twelve month period, to determine the swimmer's interest in becoming a member of United States Swimming, Inc.

"Dry land training activities" are defined as weight training, running, calisthenics, exercise machine training and any other activity for which an insured has received approval from Risk Management Services, Inc.

ENDORSEMENT No. 4

This endorsement shall be effective the issue date of the Certificate of Insurance to which it is attached and forms a part of Policy No.011-2834 Issued to United States Swimming, Inc. by Lexington Insurance Company.

ADDITIONAL INSURED – OWNERS AND/OR LESSORS OF PREMISES

Section II – Who is An Insured is amended to include as an "Additional Insured" any person or organization of the type designated below, and as evidenced by a certificate of insurance issued to the "Additional Insured" by us or on our behalf, but only with respect to liability arising out of "insured activities" by a United States Swimming, Inc. club or group member.

"Additional Insured" for the purpose of this endorsement is defined as an owner and/or lessor of a premise(s) that is leased, rented or loaned to a Named Insured or a United States Swimming, Inc. club or group member.

The insurance afforded with respect to an "Additional Insured" by this endorsement is subject to the following additional exclusions:

a. This insurance applies only to an "occurrence" which takes place while the Named Insured or a United States Swimming, Inc. club or group member is utilizing the premises;

b. This insurance does not apply to an "occurrence" arising out of or related to structural alterations, new construction or demolition operations performed by or on behalf of an "Additional Insured";

c. This insurance does not apply to an "occurrence" arising out of or related to any design defect or maintenance of the premises by or on behalf of an "Additional Insured";

d. This insurance shall be considered primary and non contributory if required by a written agreement with any insurance that the "Additional Insured" maintains except when caused by the Additional Insured's "sole" negligence.