

PROFESSIONAL AQUATIC FACILITY MANAGEMENT SERVICE AGREEMENT

THIS IS A PROFESSIONAL AQUATIC FACILITY MANAGEMENT SERVICE AGREEMENT (the "Agreement"), made on DECEMBER 14 2011, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Jeff Ellis Management, LLC, a Florida Limited Liability Company ("JEM") located at 508 Goldenmoss Loop, Ocoee, Florida 34761.

WHEREAS, JEM is engaged in the profession of managing and maintaining recreational aquatic facilities through its international aquatic safety, operations and risk management divisions by training and licensing its lifeguard employees (through its National Pool and Waterpark Lifeguard Training Program) to effectively supervise and maintain public aquatic facilities to the highest industry standards; and

WHEREAS, the City is desirous of engaging JEM to provide lifeguard services and to manage, operate and maintain its pools located at C.W. Thomas Park, 800 NW 2nd Street, Dania Beach, Florida 33004 and P.J. Meli Aquatic Complex, located at 2901 SW 52 Street, Dania Beach, Florida 33004, and JEM is desirous of being retained pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The City engages JEM to act for it in accordance with this Agreement, and JEM accepts such engagement and agrees to provide the services set forth in it.

2. JEM will provide management, lifeguard supervision and pool maintenance services at C.W. Thomas Pool, 800 NW 2nd Street, Dania Beach, Florida 33004 and P.J. Meli Aquatic Complex, 2901 SW 52 Street, Dania Beach, Florida 33004 (the "facilities") as indicated below:

2.1 JEM will recruit, hire train, schedule and supervise a minimum of three lifeguard employees and a facility manager (all JEM employees will be licensed by the National Pool and Waterpark Lifeguard Training Program™) during regular operating hours at each facility. JEM will maintain lifeguard staffing levels to meet its "10/20 Second Protection Rule" at all times each facility is open for use and may add staffing at its sole discretion as warranted by conditions without additional cost to the City. JEM defines swimmer protection as "the reasonable supervision and

protection afforded to swimmers in all aquatic facilities” located on the premises of an aquatic facility including recreational pools, lap pools, diving wells, therapy pools, lazy rivers, children’s pools, waterslides and other aquatic attractions. JEM represents to City that its lifeguard and management employees exceed lifeguard certification standards set forth by the Florida Department of Public Health. JEM will provide instructors, lesson coordinators, marketing and any other employees who are required and necessary to operate the facilities.

2.2 All employees are required to have First Aid and CPR Certification. Instructors providing lessons are required to have Lifeguard and Water Safety Instructors’ (WSI) Certifications or the equivalent, as well as training or certification in adaptive aquatics for disabled persons. All employees are expected to perform their duties in a professional, service-oriented manner while adhering to highest quality standards of safety, hospitality, courtesy and instructional excellence.

2.3. To assure the City that services will be rendered JEM states that its responsibilities as to its employees are to:

- (a) Employ and pay sufficient staff in order to provide the services to the reasonable satisfaction of the City.
- (b) Ensure that all persons employed by JEM in connection with the provisions of the services shall be efficient, not under the influence of alcohol or drugs, and honest and shall be suitably qualified to provide the services, including, but not limited to administer first aid, including cardio pulmonary resuscitation.
- (c) Ensure that JEM’s employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance with this Agreement and to provide safe, pleasant, courteous and conscientious service to the patrons, residents of and visitors to the City.
- (d) Provide adequate supervision and coordination of JEM’s employees and ensure that the employees shall abide by the rules, regulations and guidelines set from time to time by the City and JEM will

replace, not employ or shall cease to employ any person to whose employment reasonable objection is taken by City.

- (e) Ensure that JEM's employees on duty are dressed in proper uniform and carry City-issued identification badges. The uniforms shall be supplied by JEM. The badge shall be worn at all times and identify the employee by his or her first name.
- (f) Ensure that no duties, obligations or services are delegated or subcontracted without the advance written approval of the City.

2.4 JEM will consistently maintain the City's aquatic facilities to meet the standards set forth in the Florida Administrative Chapter 64E-9- Florida Swimming Pool and Bathing Code and all health and safety standards along with the maintenance of the condition of the pools' water will be in conformity with the standards and regulations as specified by the Broward County Health Department and the City of Dania Beach. The aquatic facilities will be maintained in a clean manner at all times, and all safety precautions shall be taken by JEM.

2.5 JEM will establish a drug-free workplace by requiring drug screenings of all new employees and allow for random drug testing. Drug testing will be at the expense of JEM and shall be administered in accordance with applicable Florida State Statutes.

2.6 JEM will provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the facilities including, but not limited to, for each facility, four (4) rescue tubes, three (3) lifeguard stands, spinal extrication board with head/neck stabilizing supports, supplemental oxygen, Automatic External Defibrillator (AED), seal-easy face masks, Bag Valve Masks (BVM's for adult/child/infant), first aid kit, one ring buoy/rope, one shepherd's hook, six fanny packs, surgical gloves and one V-vacuum suction device.

2.7 JEM will provide City with two (2) unannounced/independent aquatic safety operational audits per facility and report findings of the audits to City's representative within twenty-four (24) hours of completion. The audit report will include unedited video and a written evaluation for City's review.

2.8 JEM will provide City with daily on-site maintenance visits for the purpose of maintaining the aquatic facilities to industry standards that meet or exceed state of Florida requirements and the requirements published by the National Recreation and Parks Association's (NRPA) aquatic facilitator operator's manual. JEM will perform specific maintenance tasks as set forth in Exhibit "A" (Aquatic Services Bid Specifications) of this Agreement.

3. JEM will offer optional swimming lessons and other aquatic programs to eligible participants who attend the facilities on an "as needed" basis. JEM will offer classes in accordance with teaching ratios and instructional and curriculum requirements published by Jeff Ellis Swimming®. All instructors assigned to teach instructional programs will be trained and licensed by Jeff Ellis Swimming®. JEM agrees to publish aquatic program information and make same available to swimmers who patronize the facilities. The fee compensation for all swimming lessons and aquatic programs will be a 70/30 split. JEM will receive seventy percent (70%) and the City will receive thirty percent (30%). JEM will conduct all registrations but the fees will be paid to City by the patrons and JEM will provide City an invoice showing payment of City's share of the revenue. All fees for enrollment and participation in optional aquatic programs shall be paid directly to the City at the rates set forth in Exhibit "B", a copy of which is attached and incorporated into this Agreement by this reference.

4. The City will receive one hundred percent (100%) of the daily swimming entrance fee and all revenue associated with pool passes ("splash cards").

5. JEM will make available the following optional pool service on an "as needed" basis:

5.1 Private Swimming Pool Parties ("parties"): JEM will supervise and adequately staff all parties to maintain swimmer safety upon the approval and written request of the City. The individual or group hosting the party will pay the City any and all expenses for conducting the party. The City agrees to submit written requests for conducting pool parties to JEM seven (7) days prior to the desired event date.

5.2 Private Pool Premises Rentals (other purposes): JEM will supervise and adequately staff all pool rentals to maintain safety and protection of the

City's property at the aquatic facilities upon the approval and written request of the City. The individual or group hosting the pool premises rental will pay the City any and all expenses for conducting the rentals. The City agrees to submit written requests for conducting pool premises rentals to JEM at least seven (7) days prior to the desired event date.

6. Insurance.

6.1 JEM shall procure and maintain for the duration of and in full compliance with the Agreement insurance against claims for loss of life, injuries to persons and damage to property (including loss of use resulting therefrom) which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Agreement, and in its performance of each and all of its duties relating directly or indirectly to its services to be performed, with the City named as an "additional" insured, including the City's agents, representatives, officers, officials, employees and volunteers. The cost of such insurance shall be borne by JEM.

6.2 Minimum Scope of Insurance to be provided:

- (a) Commercial General Liability, including:
 - Premises and Operations.
 - Products and Completed Operations Coverage.
 - Blanket Contractual Liability Coverage.
 - Independent Contractors.
 - Broad Form Property Damage.
 - Personal Injury Liability.
 - Fire Legal Liability Coverage.
 - Incidental Medical Malpractice Coverage.
- (b) Automobile Liability Insurance, including:
 - Owned Automobiles
 - Non-owned Automobiles
 - Hired Automobiles
- (c) Workers' Compensation Insurance
- (d) Employer's Liability Insurance

6.3 Minimum Limits of Insurance

- (a) Commercial General Liability:
\$2,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for death, bodily injury, personal injury and property damage.
- (b) Automobile Liability:
\$1,000,000.00 per occurrence, \$1,000,000.00 annual aggregate for death, bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- (c) Workers' Compensation:
Workers' Compensation insurance; statutory limits, part A and \$1,000,000.00 Part B Employer's Liability coverage.
- (d) Employer's Liability:
\$100,000.00 limit per occurrence; \$500,000.00 annual aggregate for disease; and \$100,000.00 limit for disease of an individual employee.

6.4 Deductibles and Self-Insured Retentions:

Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the City. City reserves the right to disapprove any or all of them but shall not unreasonably do so.

6.5 All insurance policies shall contain the following provisions:

- (a) Additional Insured and Certificate Holder clause:
All insurances shall include as Additional Named Insured and Certificate Holder the City of Dania Beach. There are not to be any special limitations on the protection being provided to the City, its officials, officers, employees or volunteers.
- (b) JEM's Insurance is Primary:
JEM's insurance coverages shall be primary insurance with respect to the City's, its officials', employees', and volunteers' insurances.

Any insurance and self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be in excess of JEM's insurances and shall not contribute with it.

(c) Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(d) Occurrence Basis:

JEM's insurances shall be on an occurrence basis as opposed to a claims-made basis.

(e) 30 Days' Notice:

The following clause shall be included in all policies:

This policy shall not be suspended, voided, or cancelled by JEM and no reduction or revision in coverage or limits of coverage shall be made except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given and approved in writing by the City Risk Manager.

(f) Separation of Insured:

The definition of insured shall read as follows:

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability. The company, in this context, is JEM's insurance company. If no such definition of the insured is quoted in the insurance, JEM must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

6.6 Acceptability of Insurance Company

(a) Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

(b) Florida State Licensed:

All insurance policies and bonds required of JEM shall be written by companies authorized and licensed to do insurance business in the state of Florida and must be executed by agents licensed as agents by the state of Florida.

6.7 Verification of Coverage

(a) Certificates and Endorsements Provided:

JEM shall furnish the City with Certificates of Insurance with original endorsements affecting coverage. **The certificates and endorsements must be received and approved by City in writing before any services can commence.**

(b) Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(c) Coverage Continuation:

Insurance coverage required in these specifications shall be in force throughout the term of the Agreement. Should JEM fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the City shall have the right to consider the Agreement breached which breach shall justify City's termination of it. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, JEM shall furnish Certificates of Insurance evidencing renewal of such coverage to the City.

7. JEM is solely responsible for establishing and enforcing all pool safety rules and regulations as set forth in its National Pool and Waterpark Lifeguard Training Manual. JEM represents to City that the pool safety rules and regulations published by Jeff Ellis Management, LLC are regarded as the industry standard, that they meet or exceed the requirements of the state of Florida and serve as the model for most state regulatory agencies.

8. For the safety of swimmers patronizing City's facilities, JEM is solely responsible for supervision and rule enforcement at the City's facilities. JEM employees shall be empowered to immediately remove anyone who fails to comply with rule enforcement requests. Violators who fail to comply with a lifeguard's reasonable directive may be charged with criminal trespass if they fail to leave the City's premises upon being duly notified by any JEM employee. No JEM employee shall remove or attempt to remove a person from the premises, but shall summon police assistance if such removal is deemed necessary by the employee. The City remains solely responsible for decisions to re-admit anyone temporarily banned from the facility. Decisions to temporarily ban or re-admit violators shall be immediately conveyed in writing between the parties to this Agreement.

9. The City remains solely responsible for all labor and parts to repair its pumps, filters, chemical injection systems, diving board, lifeguard stands and other physical items not specifically mentioned. JEM agrees to exercise reasonable and prudent care to operate and maintain all aforementioned equipment. JEM agrees to provide logistical support to make sure that the repairs are made by City in a timely manner upon receiving written authorization from the City.

10. JEM agrees to designate a representative to attend staff monthly meetings of City to report on swimming pool operations and maintenance. JEM will provide a written report to the pool representative appointed by the City's designated representative on a monthly basis. The report will include pool attendance, program attendance, water quality logs, accident reports, complaints, guest surveys, discipline reports, lifeguard evaluations and applicable auditing reports.

11. JEM shall develop, implement and publish an Emergency Action Plan to maintain overall safety for all possible emergencies for procedures for heightened security alerts and hurricane preparedness for the City's facilities, which must be approved in writing by City. Copies of the Emergency Action Plan will be made available to the City's designated representative prior to the opening of the facilities.

12. JEM shall develop and implement the following procedures and plans to be reviewed and approved by the City:

1. Operating Policy and Procedure. Operating policies will be consistent with public ownership and the public's interest in the pool complexes.
2. Water quality and pump room maintenance plans
3. An in-service training program as per guidelines of a nationally certified program.
4. An aquatic risk management system.
5. A marketing and promotion plan for each facility.
6. A swim instruction program for JEM's supervision for all ages and abilities, including those with special needs and such program shall meet the Broward County Swim Central Criteria.
7. A water aerobics program for JEM's supervision which has varied ability levels.
8. Aquatics activity program for JEM's supervision and special events for the community and community groups.

12. JEM employees will temporarily close the facilities whenever threatening weather approaches for the overall safety of swimmers and patrons. The weather related closing policy shall follow the established guidelines set forth in the "Make It Work" operations manual to be provided to City. Closing procedures shall be approved by City in writing and a copy of the proposed closing protocols shall be provided to the City's designated representative within fifteen (15) days after this Agreement is fully executed.

13. JEM employees will temporarily close a facility whenever swimmer safety may be compromised. Reasons for closing the swimming pool include water sanitation issues, water quality issues, power outages or other safety or security related issues.

14. The City will provide local telephone service at each facility.

15. The City will provide and maintain as necessary all locks used to secure pool gates, locker rooms, office, filter room and storage rooms. The City will provide keys to JEM accordingly. The City will maintain all fences and gates and make necessary repairs as needed to secure the facilities.

16. The City will provide electricity, water and sanitation services for each facility.

17. JEM will charge the City for optional labor beyond the scope of services described in this Agreement at an hourly rate of Twenty-Five (\$25.00) Dollars upon receipt of a work order supplied by the City.

18. JEM shall be responsible for the care and repair of City property during the operation of the aquatic facilities. JEM shall be held accountable for those losses and damages to buildings and City owned property at these facilities due to theft or abuse during the hours of operation. JEM shall take affirmative action to prevent losses and damage to City owned property during normal hours of operation. The City agrees to hold JEM harmless for damage to City property resulting from vandalism, as long as JEM is not negligent in its management duties or in securing City facilities as required by this Agreement. JEM agrees to provide clean-up and repair for damage due to vandalism. All optional labor and repair expenses remain the responsibility of the City.

19. JEM shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of JEM, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by JEM in the performance of the work;
- (c) liens, claims, actions made by JEM or other party performing the work; and
- (d) claims of what ever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the City.

20. JEM shall incur the costs in furnishing all chemicals for the pools at the aquatic facilities, but as long as it exercises reasonable care in purchasing and using such chemicals, it makes no representations or warranty with respect to the chemicals, including, without limitation, their suitability for the City's facilities or freedom from defects if resulting from a manufacturer or supplier.

20. In addition to the foregoing duties, JEM agrees to do the following duties referenced on Exhibit "A", a copy of which is attached and incorporated into this Agreement by this reference.

21. The term of this Agreement shall be for a period commencing on November 16, 2011. This Agreement shall remain in effect for one (1) year provided the services rendered by the Contractor during the Agreement period are determined by the City to be satisfactory and funding is available. The price offered by the Contractor shall be based on services for the stipulated Agreement period, and the City has a right to exercise an option to renew this Agreement for two (2) additional one (1) year terms. If mutually acceptable to the City and the Contractor, each annual Agreement renewal shall be executed through annual purchase orders, if approved in advance by City. Any change in price, terms or conditions shall be accomplished by written amendment to this Agreement.

Notwithstanding the preceding paragraph, the Contractor recognizes that funds for payment for the services rendered under this Agreement must be appropriated annually by the City Commission. If such funds are not appropriated, the Agreement is void.

22. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days' written notice to the other party. The City acknowledges that for the purposes of removing its own equipment and property, JEM may enter onto the premises free from interference from the City.

24. JEM shall not delegate, assign or transfer any duties or obligations arising under this Agreement, without the prior written approval of the City, otherwise than as may expressly be permitted by the terms of this Agreement.

25. In case any or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this

Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

26. Any notice required or permitted to be given by a party to this Agreement shall be mailed or delivered to the other party at the addresses specified below:

To JEM:

Jeff Ellis Management, LLC
Attention: Mr. Jeff Ellis
508 Goldenmoss Loop
Ocoee, FL 34761

To CITY:

City of Dania Beach, Florida
Attention: Robert Baldwin, City Manager
100 West Dania Beach Blvd.
Dania Beach, FL 33004

With a copy to:

City of Dania Beach, Florida
Attention: Thomas J. Ansbrosio, City Attorney
100 West Dania Beach Blvd.
Dania Beach, FL 33004

27. JEM will receive the sum of Two Hundred Seventy Five Thousand Two Hundred Thirty One Dollars and 31 cents (\$275,231.31) for the first year for compensation to provide services for the City as set forth in this Agreement. JEM will submit monthly invoices to the City for the professional services rendered pursuant to the payment terms of net thirty (30) days. The City agrees to pay all invoices submitted by JEM pursuant to the payment terms agreed upon and set forth in this Agreement.

28. JEM will assess late fee/finance charges of 1.8% monthly to the City on all unpaid account balances past due thirty (30) days. JEM will suspend all services pursuant to this Agreement if the City's unpaid balance exceeds sixty (60) days. Such suspension or reinstatement of services will not terminate the Agreement.

29. In the event of any litigation in relation to this Agreement the unsuccessful party, in addition to all other sums that either party may be called on to pay, shall be required to pay the successful party's attorney fees and costs.

30. This document constitutes the sole and only Agreement of the parties and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreement, promise, negotiation or representation not expressly set forth in this Agreement is of no force and effect. Each party agrees to perform any further acts and to execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

31. The law of the State of Florida shall govern this Agreement. This Agreement is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

32. Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and performance of such party's obligations have been duly authorized and are binding on such party and enforceable in accordance with its terms.

33. All rights granted to either of the parties shall be cumulative, and no exercise or failure to exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of such right or any other right granted by this Agreement or otherwise available as part of it.

34. The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

35. During the term of this Agreement, JEM shall be an independent contractor and not the agent or employee of the City. In such capacity, JEM will bear exclusive responsibility for the payment of the remuneration and any insurance contributions with respect to JEM's employees. The parties are not partners or joint venturers, nor is JEM or any of JEM's employees authorized to act as the agent of the City.

36. Each of the parties shall pay its own costs and expenses incurred by it in connection with any aspects of preparation of this Agreement.

37. All portions of the bid materials which are not in conflict with the provisions of this Agreement are incorporated by this reference.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first above written.

CITY:

CITY OF DANIA BEACH,
a Florida Municipal Corporation

ATTEST:

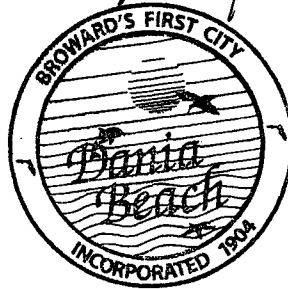
Louise Stilson
LOUISE STILSON, CMC
CITY CLERK

Pat Flury
PATRICIA FLURY
MAYOR

Robert Baldwin
ROBERT BALDWIN, CITY MANAGER

APPROVED FOR FORM
AND CORRECTNESS:

Thomas J. Ansbro
THOMAS J. ANSBRO
CITY ATTORNEY



CONTRACTOR:

JEFF ELLIS MANAGEMENT, LLC
a Florida Limited Liability Company

WITNESSES:

Brandy Moolley
Signature
Brandy Moolley
PRINT Name
Ann Cuselli
Signature
Ann Cuselli
PRINT Name

Jeffrey L. Ellis
Jeffrey L. Ellis, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me on 12/9, 2011, by Jeffrey L. Ellis as President of the Jeff Ellis Management, LLC, on behalf of the corporation. Such person is personally known to me (or produced personally known as identification) and did (did not) take an oath.


NOTARY PUBLIC, State of Florida

My commission expires:

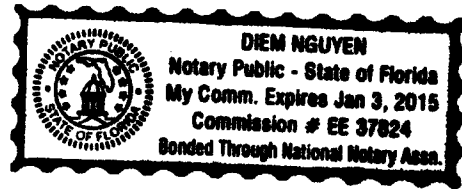


EXHIBIT "A"
AQUATIC SERVICES BID SPECIFICATIONS

Hours of Operation:

A) P.J. MELI AQUATIC CENTER (the "Aquatic Center")

Tuesday through Friday from 11:00 a.m. to 8:00 p.m.
Saturday and Sunday from 11:00 a.m. to 6:00 p.m.

B) C.W. Thomas Park (the "Park") for 10 weeks of summer seasonal operation
Tuesday through Saturday from 10:00 a.m. to 4:00 p.m.

Services to be provided:

1. Stock and supply all uniforms.
2. Complete a daily documented (written) safety check of Aquatic Center and Park.
3. Check and test all safety equipment.
4. Manage customer service complaints or inquiries, according to City protocols.
5. Provide set-up and take-down for special events, including swim meets.
6. Provide on-site or on-call management staff during special events.
7. Provide on-site or on-call management staff for any after-hours emergency.
8. Maintain equipment and supplies.
9. Maintain cleanliness of all areas of the facility, including locker rooms, restrooms, lobbies, offices, pool decks and storage areas during operational hours.
10. Supply and insure adequate inventory of first aid kits adequate to the size and operation of the facilities.
11. Maintain and operate filter equipment in accordance with County and State Health Department requirements.
12. Vacuum pools; pool and water activity area to be vacuumed daily. Pool and water activity areas must be vacuumed before the public enters. This includes before the time the public enters for swimming lessons.
13. Backwash the filters systems as required by manufacturer.
14. Work with the City in handling complaints users or patrons have; reporting all complaints to the Parks and Recreation Department.

15. Contractor will clean the air and lint strainers on all pumps and associated filtering devices. This should be done as needed or when managers, City personnel, or both notice a reduction in flow.
16. Maintain the swimming pools and related mechanical systems in accordance with recommended guidelines. The Aquatics Center Manager supplied by the Management Firm will be responsible for routine cleaning, maintenance and water quality.
17. JEM shall provide operator maintenance of pool and water activity areas and equipment that are a part of this Agreement. At least twice per year, JEM shall provide operator maintenance of pool and water activity areas and equipment that are a part of this Agreement. At least twice per year, JEM will inventory and report on the general condition of equipment. Notwithstanding this or any other section, nothing shall prevent the City from exercising the right to inspect pools, buildings, fixtures, improvements, furnishings, machinery or equipment at any time.

MINIMUM REQUIREMENTS

The on-site Manager for JEM and the Management Team must have, AT A MINIMUM, the following expertise, certification, or proven capabilities:

1. Pool Operator (CPO) or Aquatic Facility Operator (AFO) certification.
2. Experience in the planning, organizing and running of USA Swimming sanctioned competitions.
3. Lifeguard Instructor certification from a nationally recognized agency.
4. Swim Instructor trainer certification from a recognized agency.
5. Proficient with computers, database software and other necessary software.
6. Experience in successfully implementing an Aquatic Risk Management System that includes at a minimum, facility operations audits, lifeguard performance, audits and vigilance awareness validation.
7. Evidence of knowledge of current aquatic industry standards of care related to water chemistry and disease prevention procedures as follows:
 - a. Lifeguard best practice:
 - Use of adjunct equipment (i.e., Emergency Oxygen, Automated External Defibrillator, etc).
 - b. Risk Management best practices: Community bases programming, Competitive swimming and event management.
8. Adequate personnel shall be on duty at the facilities daily to assure safety and good service.

EXHIBIT "B"
CITY OF DANIA BEACH
P. J. MELI AQUATIC COMPLEX

COMPETITION POOL DAILY RATES

Residents of Dania Beach:

Child: (16 and under must be accompanied by an adult) \$1.00

Adult: \$2.00

Non-Resident:

Child: (16 and under must be accompanied by an adult) \$3.00

Adult: \$4.00

Scuba class (company must have approved insurance on file) \$10.00 per person

Lifeguard class (company must have approved insurance on file) \$10.00 per person

Special Event Pool Rental: \$250.00

Swim Team Fee (Broward County) \$5.00 per swimmer per week Tuesday through Friday.

Swim Team Fee (all other Counties) \$7.00 per swimmer per week Tuesday through Friday.

TEACHING POOL RATES

Residents of Dania Beach:

Child: under 16: Free (must be accompanied by an adult)

Adult: \$2.00

Non Resident:

Child: under 16: Free (must be accompanied by an adult)

Adult: \$3.00