



## Des Moines Pool Metropolitan Park District 22015 Marine View Drive South

June 18, 2019  
6:00 p.m.  
Regular Meeting

### AGENDA

- 6:00      **1. CALL TO ORDER ROLL CALL**
- 6:03      **2. PLEDGE OF ALLEGIANCE**
- 6:06      **3. ADOPTION/MODIFICATIONS OF AGENDA**
- 4. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS**
- 6:12      **5. PUBLIC COMMENT (Please Limit to Three [3] Minutes)**
- 6:20      **6. CONSENT AGENDA**
  - a. EXPENDITURE/REVENUE SUMMARY**
  - b. STAFF/CONTRACTOR/COMMITTEE REPORTS**
    - Board Committees
    - District General Manager Administration Report
  - c. ADOPTION OF MINUTES**
    - May 7, 2019, Retreat Meeting
    - May 21, 2019, Regular Meeting
  - d. CORRESPONDENCE**
    - None
  - e. BANK TRANSFERS (REVENUE)**
    - \$14,099.35 was received by MRP in the month of May 2019.
  - f. VOUCHER APPROVAL**
    - \$29,552.10 was processed in May 2019
  - g. KING COUNTY ELECTRONIC FUNDS TRANSFERS (EXPENSES)**
    - \$43,262.30 was processed in May 2019 for payroll
- 7. OLD BUSINESS**
  - 6:23      **a. FACILITATOR**
  - 6:35      **b. AUGUST CLOSURE**

**22015 Marine View Drive South, Suite 2B    Des Moines WA 98198**

To enhance our community's quality of life by providing access to and promoting participation in aquatics programs

The Des Moines Pool Metropolitan Park District is committed to compliance with both the Washington Law Against Discrimination and the Americans with Disabilities Act. The District's regular meeting room has limited access for wheelchairs and other mobility assistive devices. In order to accommodate individuals that require the use of such devices, please notify the District at least 48 hours in advance of the meeting to allow for relocation to a more accessible location. Please contact Linda Ray, District Clerk, 206.429.3852 to make a request.

6:50 c. LEGISLATION UPDATE

## 8. NEW BUSINESS

7:05 a. HSD/POOL LANE RATES

7:20 b. SILVER & FIT

- User Insurance

7:35 c. AUTHORIZED SIGNATURES

- King County required

7:50 d. SMAC CONTRACT

- Discussion

## UPCOMING MEETINGS

- July 9, 2019, Retreat Meeting, 6:00 p.m., District Office
- July 16, 2019, Regular Meeting, 6:00 p.m., District Office

## ADJOURNMENT

**22015 Marine View Drive South, Suite 2B Des Moines WA 98198**

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## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 6a-g **Assigned to:** Clerk of the Board **Meeting Date:** June 18, 2018

**Under:** Consent Agenda

**Attachment:** Yes

**Subject:** Consent Agenda

#### Background/Summary:

To improve process and better utilize time, the following items have been moved to the Consent Agenda:

Item 6a: Financial Summary

**Expenditures** May 2019: Total **\$73,552.03**

• Admin Expenditures = \$36,552.68    Ops Expenditures = \$36,999.35    Capital Expenditures = \$0.00

**Revenue** May 2019: Total **\$101,575.17**

• Taxes = \$77,876.02    OTC Cash and Credit Card = \$14,099.35    Misc = \$8368.82    Interest = \$1,230.98

Item 6b: Staff/Committee Reports

- Committee
- District General Manager Administration Report

Item 6c: Adoption of Minutes

- May 7, 2019, Retreat Meeting Minutes
- May 21, 2019, Regular Meeting Minutes

Item 6d: Correspondence – None

Item 6e: **\$14,099.35** was received and deposited representing cash and credit card payments in May 2019.

Item 6f: Voucher Approval - The following voucher/warrants totaling **\$29,552.10** were approved for payment

- \$6,002.75 was processed on May 6, 2019
- \$5,248.11 was processed on May 9, 2019
- \$1,905.30 was processed on May 9, 2019
- \$4,472.76 was processed on May 20, 2019
- \$11,923.18 was processed on May 24, 2019

Item 6g: Funds Transfers (Payroll) - The following Electronic Transfers to King County totaling **\$43,262.30** were processed for payment

- \$22,054.53 was approved for payroll on May 15, 2019
- \$21,207.77 was approved for payroll on May 25, 2019

A total of **\$72,814.40** was processed in May 2019 under the oversight of the Clerk of the Board.

*Per RCW 42.24.180(3), "The legislative body shall provide for its review of the documentation supporting claims paid and for its approval of all checks or warrants issued in payment of claims at its next regularly scheduled public meeting or, for cities and towns, at a regularly scheduled public meeting within one month of issuance;"*

**Fiscal Impact:** N/A

**Proposed Motion:** I move to approve (or not to approve) the Consent Agenda including the vouchers and electronic transfer requests processed in May 2019 totaling \$72,814.40.

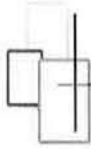
**Reviewed by District Legal Counsel:** Yes \_\_\_\_\_ No x Date: \_\_\_\_\_

**Two Touch Rule:** N/A First Board Meeting (Informational)  
N/A Second Board Meeting (Action)

**Action Taken:** Adopted \_\_\_\_\_ Rejected \_\_\_\_\_ Postponed \_\_\_\_\_

**Follow-up Needed:** Yes \_\_\_\_\_ No X Report back date: \_\_\_\_\_

**Notes:**



## 2019 EXPENDITURES

Reference	May 2019	YTD Balance	2019 Budget	Budget Balance	% of Budget
<b>Advertising</b>					
District Advertising	\$1,991.21	\$9,337.64	\$22,500.00	\$13,162.36	42%
Sponsorship Supported	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0%
Bulk Mailing - District Postcard	\$0.00	\$0.00	\$4,000.00	\$4,000.00	0%
Bulk Printing - District Postcard	\$0.00	\$0.00	\$2,200.00	\$2,200.00	0%
Ad Design	\$0.00	\$0.00	\$500.00	\$500.00	0%
<b>Total Advertising</b>	<b>\$1,991.21</b>	<b>\$9,337.64</b>	<b>\$31,200.00</b>	<b>\$21,862.36</b>	<b>30%</b>
<b>Capital</b>					
Capital - Permits, Fees, Inspections	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0%
Capital - Advertising/Public Notice	\$0.00	\$0.00	\$500.00	\$500.00	0%
Capital - Architects/Engineers	\$0.00	\$0.00	\$11,000.00	\$11,000.00	0%
Heat Exchanger Repair (MacMiller)	\$0.00	\$0.00	\$55,000.00	\$55,000.00	0%
Modify ADA Counter	\$0.00	\$0.00	\$6,800.00	\$6,800.00	0%
First Aid Cabinet Repair	\$0.00	\$0.00	\$7,700.00	\$7,700.00	0%
<b>Total Capitals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$83,000.00</b>	<b>\$83,000.00</b>	<b>0%</b>
<b>Communications</b>					
Web Design & Maintenance	\$1,085.00	\$1,272.50	\$2,500.00	\$1,227.50	51%
MS Subscription MS Office 365	\$338.01	\$1,806.39	\$2,050.00	\$243.61	88%
Postage & Mailing	\$0.00	\$92.85	\$3,000.00	\$2,907.15	3%
Telephone/Internet Services (Comcast)	\$386.90	\$2,332.96	\$5,000.00	\$2,667.04	47%
Cell Phone (Google Fi)	\$58.39	\$354.02	\$750.00	\$395.98	47%
Work Email Accounts (Google Suite)	\$32.63	\$120.63	\$500.00	\$379.37	24%
Email Notification System (CampaignMonitor)	\$0.00	\$118.00	\$840.00	\$722.00	14%
<b>Total Communications</b>	<b>\$1,900.93</b>	<b>\$6,097.35</b>	<b>\$14,640.00</b>	<b>\$8,542.65</b>	<b>42%</b>
<b>Grants</b>					
King County Youth & Amature Sports					
<b>Insurance</b>					
Insurance - WCIA, AWC	\$0.00	\$11,614.22	\$15,000.00	\$3,385.78	77%
<b>Total Insurance</b>	<b>\$0.00</b>	<b>\$11,614.22</b>	<b>\$15,000.00</b>	<b>\$3,385.78</b>	<b>77%</b>
<b>Intergovernmental Services</b>					
State Audit	\$0.00	\$0.00	\$6,000.00	\$6,000.00	0%
Inspections (Fire Ext)	\$0.00	\$158.40	\$1,000.00	\$841.60	16%
B&O Tax/Agency (DOR)	\$0.00	\$465.94	\$1,000.00	\$534.06	47%
Services Contract - City of Des Moines	\$1,712.41	\$4,432.12	\$20,000.00	\$15,567.88	22%
Permits and Fees (KCHD, CoDM, Cash Mgmt)	\$1,595.96	\$2,098.98	\$1,000.00	-\$1,098.98	210%
<b>Total Intergov Services</b>	<b>\$3,308.37</b>	<b>\$7,155.44</b>	<b>\$29,000.00</b>	<b>\$21,844.56</b>	<b>25%</b>
<b>Maintenance &amp; Repair Supplies</b>					
Maintenance Supplies and Small Tools	\$0.00	\$2,686.76	\$2,000.00	-\$686.76	134%
Janitorial Supplies	\$842.84	\$1,573.63	\$4,625.00	\$3,051.37	34%
<b>Total Maintenance &amp; Repair Supplies</b>	<b>\$842.84</b>	<b>\$4,260.39</b>	<b>\$6,625.00</b>	<b>\$2,364.61</b>	<b>64%</b>



**Miscellaneous**

AMG Liabilities	\$39.00	\$1,329.25	\$2,500.00	\$1,170.75	53%
Misc. Services/Discrepancies	\$3,066.11	\$7,424.97	\$1,000.00	-\$6,424.97	742%
Printing & Copying (Outside Vendors)	\$49.94	\$473.68	\$3,000.00	\$2,526.32	16%
Dues/Membership/Subscriptions	\$75.00	\$1,410.00	\$2,625.00	\$1,215.00	54%
Fingerprinting/Background checks	\$348.00	\$812.00	\$1,500.00	\$688.00	54%
<b>Total Miscellaneous</b>	<b>\$3,578.05</b>	<b>\$11,449.90</b>	<b>\$10,625.00</b>	<b>-\$824.90</b>	<b>108%</b>

**Office Supplies**

District Office Supplies	\$109.34	\$1,475.84	\$4,500.00	\$3,024.16	33%
Office Equipment (non-capitalized-SAA)	\$0.00	\$170.25	\$525.00	\$354.75	32%
Computer Equipment (Non-capitalized)	\$0.00	\$43.99	\$8,200.00	\$8,156.01	1%
<b>Total Office Supplies</b>	<b>\$109.34</b>	<b>\$1,690.08</b>	<b>\$13,225.00</b>	<b>\$11,534.92</b>	<b>13%</b>

**Personal Benefits**

Tax - Federal (Employer)	\$1,556.41	\$12,264.82	\$0.00	-\$12,264.82	
Tax - Social Sec (FICA)	\$2,638.42	\$17,750.96	\$32,262.32	\$14,511.36	55%
Tax - Medicare (Employer)	\$617.10	\$7,017.78	\$11,906.22	\$4,888.44	59%
Tax - Workers Compensation(L&I)	\$861.05	\$7,362.60	\$15,000.00	\$7,637.40	49%
Tax - Unemployment Insurance (Employer)	\$320.02	\$1,096.66	\$29,135.00	\$28,038.34	4%
Tax - Family Medical Leave (FMLA) (Employer)	\$85.10	\$647.50	\$0.00	-\$647.50	
Personal Benefits (AWC/DRS)	\$2,653.40	\$13,774.24	\$35,728.00	\$21,953.76	39%
Fringe Benefits (Car, Mileage)	\$135.00	\$675.00	\$2,000.00	\$1,325.00	34%
<b>Total Personal Benefits</b>	<b>\$8,866.50</b>	<b>\$33,228.00</b>	<b>\$88,303.54</b>	<b>\$55,075.54</b>	<b>38%</b>

**Pool Equipment**

Equipment - Robot Vacuum (ER&R)	\$0.00	\$0.00	\$5,500.00	\$5,500.00	0%
Equipment - BecSys PRobes (ER&R)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0%
Scoreboard & Timing Pads (ER&R)	\$0.00	\$0.00	\$8,000.00	\$8,000.00	0%
Pressure Washer, Gas-Powered (ER&R)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0%
Parking Lot Signage, "MRP Only" (ER&R)	\$0.00	\$628.45	\$500.00	-\$128.45	126%
Lobby Tables & Chairs (ER&R)	\$0.00	\$0.00	\$1,100.00	\$1,100.00	0%
Pool Operating - Miscellaneous Expenses	\$199.89	\$1,948.29	\$5,000.00	\$3,051.71	39%
<b>Total Pool Equipment</b>	<b>\$199.89</b>	<b>\$2,576.74</b>	<b>\$22,300.00</b>	<b>\$19,723.26</b>	<b>12%</b>

**Pool Supplies**

Employee Recognition	\$0.00	\$28.75	\$1,200.00	\$1,171.25	2%
Pool Chemicals	\$1,563.67	\$3,531.36	\$18,900.00	\$15,368.64	19%
Uniforms & Clothing	\$0.00	\$0.00	\$750.00	\$750.00	0%
Lifeguard Supplies & Equip	\$241.41	\$473.12	\$1,000.00	\$526.88	47%
<b>Total Pool Supplies</b>	<b>\$1,805.08</b>	<b>\$4,033.23</b>	<b>\$21,850.00</b>	<b>\$17,816.77</b>	<b>18%</b>

**Professional Svcs - Front Offc**

Consulting Contracts	\$0.00	\$0.00	\$10,000.00	\$10,000.00	0%
Legal Services Contract (Snure)	\$828.00	\$5,710.50	\$14,175.00	\$8,464.50	40%
Financial Management Software - VisionMS	\$0.00	\$0.00	\$6,930.00	\$6,930.00	0%
IT Admin/Computer Services (CMIT)	\$2,517.42	\$9,413.15	\$20,950.00	\$11,536.85	45%
Printing/Copying (Canon)	\$65.42	\$239.83	\$1,000.00	\$760.17	24%
Recreation Mgmt Software (CivicRec)	\$0.00	\$0.00	\$4,750.00	\$4,750.00	0%
Credit Card Transactions (Authorize.net)	\$58.20	\$243.70	\$2,500.00	\$2,256.30	10%
Payroll/HR (Heartland)	\$239.00	\$8,640.70	\$8,200.00	-\$440.70	105%
Coffee (Mountain Mist)	\$132.35	\$545.28	\$2,000.00	\$1,454.72	27%
<b>Total Prof Services-Front Offc</b>	<b>\$3,840.39</b>	<b>\$24,793.16</b>	<b>\$70,505.00</b>	<b>\$45,711.84</b>	<b>35%</b>

**Professional Svcs - Maintenance**

Janitorial Services-District Office	\$160.00	\$800.00	\$2,100.00	\$1,300.00	38%
Custodial	\$0.00	\$0.00	\$3,244.50	\$3,244.50	0%
CO2 Services (AirGas)	\$0.00	\$0.00	\$900.00	\$900.00	0%
AHU/VFD Maintenance (Sunbelt)	\$0.00	\$2,368.74	\$1,750.00	-\$618.74	135%
Gutter and Roof Management	\$0.00	\$0.00	\$3,200.00	\$3,200.00	0%
Landscaping Services (NW Landscape)	\$548.91	\$2,744.54	\$6,600.00	\$3,855.46	42%
Maintenance Contract (MacD-Miller)	\$441.51	\$23,193.63	\$19,161.45	-\$4,032.18	121%
Maintenance Contract (Aquatic Specialty)	\$0.00	\$1,540.27	\$3,000.00	\$1,459.73	51%
<b>Total Prof Services-Maintenance</b>	<b>\$1,150.42</b>	<b>\$30,647.18</b>	<b>\$39,955.95</b>	<b>\$9,308.77</b>	<b>77%</b>

**Rentals & Leases**

District Office Rental (Zen)	\$0.00	\$2,870.00	\$12,500.00	\$9,630.00	23%
Storage Rental (AAAA)	\$275.00	\$1,650.00	\$1,800.00	\$150.00	92%
Miscellaneous Rentals	\$0.00	\$260.80	\$2,500.00	\$2,239.20	10%
<b>Total Prof Services-Maintenance</b>	<b>\$275.00</b>	<b>\$4,780.80</b>	<b>\$16,800.00</b>	<b>\$12,019.20</b>	<b>28%</b>

**Repairs & Maintenance**

Maintenance Services (non-contracted)	\$0.00	\$8,151.02	\$50,000.00	\$41,848.98	16%
Office/IT Equipment Repairs	\$0.00	\$26.00	\$1,000.00	\$974.00	3%
<b>Total Repairs &amp; Maintenance</b>	<b>\$0.00</b>	<b>\$8,177.02</b>	<b>\$51,000.00</b>	<b>\$42,822.98</b>	<b>16%</b>

**Salaries & Wages**

Commissioners - Subsidies	\$832.45	\$4,553.34	\$15,400.00	\$10,846.66	30%
District Manager - Wage	\$6,270.84	\$30,912.14	\$95,550.00	\$64,637.86	32%
District Clerk -Wage	\$1,718.63	\$9,389.53	\$26,250.00	\$16,860.47	36%
Aquatics Mgr -Wage	\$4,366.94	\$21,182.92	\$69,000.00	\$47,817.08	31%
Aquatic Coordinator	\$3,447.31	\$9,086.06	\$52,500.00	\$43,413.94	17%
Lifeguards	\$12,484.10	\$56,527.11	\$185,850.00	\$129,322.89	30%
Instructors	\$1,655.43	\$4,961.27	\$69,300.00	\$64,338.73	7%
Head Lifeguards	\$3,405.86	\$9,554.05	\$32,760.00	\$23,205.95	29%
Overtime (OT)	\$0.00	\$0.00	\$1,500.00	\$1,500.00	0%
Family Medical Leave (FMLA)	\$0.00	\$0.00	\$868.20	\$868.20	0%
Sick Pay	\$0.00	\$1,139.66	\$12,566.40	\$11,426.74	9%
<b>Total Salaries &amp; Wages</b>	<b>\$34,181.56</b>	<b>\$146,166.42</b>	<b>\$548,978.20</b>	<b>\$402,811.78</b>	<b>27%</b>

**Scholarships**

Faith Callahan	\$220.80	\$220.80	\$6,443.68	\$6,222.88	3%
<b>Total Scholarships</b>	<b>\$220.80</b>	<b>\$220.80</b>	<b>\$0.00</b>	<b>-\$220.80</b>	

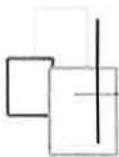
**Training & Travel**

Training/Conferences	\$35.00	-\$196.67	\$2,000.00	\$2,196.67	-10%
Travel Expenses (Mileage, Tolls)	\$0.00	\$15.35	\$1,500.00	\$1,484.65	1%
Travel Expenses (Lodging, Per Diem)	\$0.00	\$473.90	\$1,000.00	\$526.10	47%
Training (LGI/WSI Certs)	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0%
Certifications (non WSI)	\$0.00	\$0.00	\$3,000.00	\$3,000.00	0%
In Service Supplies (Internal Training)	\$83.21	\$2,354.03	\$1,575.00	-\$779.03	149%
Swim Lesson Licensing (Amer Red Cross)	\$342.00	\$678.46	\$3,000.00	\$2,321.54	23%
<b>Total Training &amp; Travel</b>	<b>\$460.21</b>	<b>\$3,325.07</b>	<b>\$15,075.00</b>	<b>\$11,749.93</b>	<b>22%</b>

**Utilities**

Electricity (PSE)	\$4,660.61	\$26,065.17	\$75,000.00	\$48,934.83	35%
Water (WD54)	\$538.81	\$6,156.95	\$8,000.00	\$1,843.05	77%
Garbage/Recycling (Recology)	\$324.86	\$1,615.08	\$4,200.00	\$2,584.92	38%
Sewer (Midway)	\$443.34	\$4,650.54	\$2,000.00	-\$2,650.54	233%
<b>Total Utilities</b>	<b>\$5,967.62</b>	<b>\$38,487.74</b>	<b>\$89,200.00</b>	<b>\$50,712.26</b>	<b>43%</b>

TOTAL ADMINISTRATION	\$36,552.68	\$170,938.57	\$422,941.54	\$252,002.97	40%
TOTAL OPERATIONS	\$36,999.35	\$205,256.53	\$711,635.55	\$506,379.02	29%
TOTAL CAPITAL	\$0.00	\$0.00	\$83,000.00	\$83,000.00	0%
GRAND TOTAL EXPENDITURES	\$73,552.03	\$376,195.10	\$1,167,282.69	\$791,087.59	32%
PREVIOUS BALANCE (APRIL)	\$909,273.00				
ENDING BALANCE (MAY)	\$937,335.14				



## 2019 REVENUE

Reference	May 2019	YTD Balance	2019 Budget	Budget Balance
<b>General Fund Taxes</b>				
Property Taxes	\$77,876.02	\$616,990.74	\$0.00	-\$3,802.48
Timber Harvest Tax	\$0.00	\$0.00	\$0.00	\$0.00
Leasehold Excise Tax	\$0.00	\$1,846.10	\$0.00	\$0.00
<b>Total General Fund</b>	<b>\$77,876.02</b>	<b>\$618,836.84</b>	<b>\$1,168,818.17</b>	<b>-\$3,802.48</b>
<b>Charges for Goods and Services</b>				
Normandy Pk - Pool Use Fee (annual)		\$0.00	\$25,000.00	\$25,000.00
<b>Total Charges for Goods and Services</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>
<b>Miscellaneous Revenues</b>				
Investment Interest	\$1,230.98	\$5,287.84	\$0.00	\$0.00
Cash Over/Shorts		\$0.00	\$0.00	\$0.00
Cash Management Services Fees		-\$39.04	\$0.00	\$0.00
Miscellaneous Income	\$8,368.82	\$10,820.69	\$0.00	\$0.00
MRP Cash Deposits	\$1,509.50	\$10,092.37	\$0.00	\$0.00
MRP Credit Card Deposits	\$12,589.85	\$54,133.41	\$0.00	\$0.00
<b>Total Miscellaneous Revenues</b>	<b>\$23,699.15</b>	<b>\$80,295.27</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Projects/Reserve</b>				
Transfer from General Fund - Capital	\$0.00	\$0.00	\$175,000.00	\$175,000.00
<b>Total Capital Projects/Reserve</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$175,000.00</b>	<b>\$175,000.00</b>
<b>Grand Total Revenue</b>	<b>\$101,575.17</b>	<b>\$597,556.94</b>	<b>\$1,343,818.17</b>	<b>\$746,261.23</b>



# DES MOINES POOL METROPOLITAN PARK DISTRICT

**Date:** Friday, June 14, 2019  
**To:** District Board Commissioners  
**From:** Scott Deschenes, District General Manager  
**Subject:** May 17, 2019 to June 7, 2019 District General Manager Report

## Week Ending May 17, 2019

### **LANDSCAPING**

A big thank you to passholder, Barb Carlson, who has filled the open planter's boxes at the pool. We had planned on doing this, but did it first. I asked her why she planted the plants and she said that her father Richard used to enjoy using the pool and her mother is currently participating in water exercise. (See attached images).

### **SHOWERS**

Although we have not received any other complaints about the showers, we chose to lower the water temperature in the women's locker room.

### **LAPTOPS**

I am getting the laptops backed up and wiped by CMIT. They picked them up on Thursday.

### **SUMMER SCHEDULE**

We had our weekly meeting and planned out the timeline for the summer. Although, we are finalizing the staffing, we are still awaiting the schedule from the swim team. Once finalized we hope to have something before the end of the month. We are going to post this on Peach Jar, website and social media when finalized.

### **SCHOOL BANNERS**

I picked up the school banners on Thursday afternoon and they are at the office. We will store them to allow them to flatten out and be ready for the fall events.

### **BIRTHDAY PARTIES**

We are adding another hour to Saturday birthday parties due to demand. We are still working on an introduction date.

### **MAY 18 – National Learn to Swim Day Event**

The event will be this Saturday. The format will be similar to the April Pool's Day event with some new stations.

### **SCHOLARSHIPS**

We had a meeting to confirm process on scholarships. We are working to have them ready for our next session of swim lessons, which registration begins on May 21<sup>st</sup>.

### **SECOND TILL AT POOL**

The second till is operational at the pool.

### **AQUATIC SKILLS BUILDER (FROM WRPA)**

**Space Is Limited for the Aquatics Skill Builder. Register Now!**

**Registration Fee: \$30 for All Day; \$15 for Partial Training**

**June 8, 2019 | The City of Renton's Henry Moses Aquatic Center**

This year's **Aquatics Skill Builder** will break down the skills needed to have success within simulated and real-life aquatic scenarios. Learn more about this informative training for trainers and about the two speakers **Bill O'Melia** and **Pete DeQuincy** on the WRPA website or by downloading the [event flyer](#). Be sure to share the flyer with your peers.

#### Learning Objectives:

- Establishing limits for scenarios
- Providing clear focus and feedback
- Managing scenario pace
- Teaching trainers to work through challenges



**WRPA announces the return of our Fall Summit.** This annual, one-day educational conference has evolved and taken on many shapes over the years. This year, we will have an option of one morning workshop and then a choice of two afternoon sessions. Topics will include communication 101, leadership, emotional intelligence, creating healthy work boundaries, and more.

Join us for a day of networking, quality education, and professional development. Sign up on or before June 14 to take advantage of 2018 registration rates. Prices will go up on June 15, and then again on Monday, August 19.



**REGISTER TODAY**

Please email Linda about registering, as soon as possible for the Aquatics Skillbuilder (see limited spots above). There is a link for the Fall Summit above.

#### RESEARCH

Are Facebook Ads Worth It in 2019? (NRPA)

<https://www.nrpa.org/parks-recreation-magazine/2019/may/are-facebook-ads-worth-it-in-2019/>

State Tax Revenues Are Higher Than Ever, But Good Times May Not Last

<https://www.governing.com/topics/finance/gov-state-revenues-pew-urban.html>

### Week Ending May 24 2019

#### SUMMER SCHEDULE

We were awaiting lifeguard availability and the swim team confirmation for the summer schedule. We now have lifeguard availability, and the swim team was supposed to have information to us by May 18. We sent a reminder on Tuesday. We are still working out a tentative schedule to try to get it published in early June.

#### SMAC/WEBSITE



We re-added the partnership section to the main page of the website with a link to their website. In our last meeting we discussed their requests only being about 40% of their contracted amount. One thing we talked about was making it easier for users to notice them online, since their participation in this area must be low. We added this link and will be working with other user groups to get them added to the site as well. Our goal is to add a section under services with links to all major user groups of Mount Rainier Pool and feature them through social media. This should help members of our community and surrounding area find other ways to utilize our facility. We also gave them the bulletin board behind the stands where swim team parents watch lessons and may be working on future ads together.

### **SWIM LESSON REGISTRATION/SCHOLARSHIPS**

This week started June swim lesson registration. We were able to administer over \$200 in scholarships the first day alone. As of Thursday, we have already approved around \$500 in scholarships. Registration for swim lessons continues to be strong. Here is email blast sent out on Tuesday... <http://createsend.com/t/d-1EFD2639441C9FBE2540EF23F30FEDED?fbclid=IwAR10M2W9AmSQpb2KtludazZFCMU7BRHd7KH BXTp7chRzoVhXq8IMRw77KIs>

### **INSURANCE MEMBERSHIP/CLASSES FOR SENIORS**

I spoke with SilverSneakers and they are not looking at expanding at this time (see article in Research). I am looking at two other options and have sent requests to each.

### **MEMORIAL DAY (SCHOOL DAYS OUT SPECIAL HOURS)**

Just a reminder that we will have our Schools Day Out swims on Monday and Tuesday. We will be open regular hours throughout the weekend. I will be in the office on Memorial Day, but the rest of the staff will be off. [http://createsend.com/t/d-33BBAFD7A4138D062540EF23F30FEDED?fbclid=IwAR1JfsRd4fYxko80U\\_GAoU1gm5aucIjxpf2oLSmkrl-qKYwab8T2A2E05h4](http://createsend.com/t/d-33BBAFD7A4138D062540EF23F30FEDED?fbclid=IwAR1JfsRd4fYxko80U_GAoU1gm5aucIjxpf2oLSmkrl-qKYwab8T2A2E05h4)

### **AUGUST CLOSURE**

I spoke with a representative from Colorado Timing Systems on the scoreboard and timing systems. I am trying to get this locked down since they will be having similar projects around the country.

### **ANNUAL REPORT TO SAO**

We are finalizing information to be posted on the SAO's website.

### **RESEARCH**

Why Public Spaces Are Critical to Local Infrastructure - <https://www.governing.com/gov-institute/voices/col-parks-community-centers-public-spaces-critical-social-infrastructure.html>  
 SilverSneakers Cuts - <https://khn.org/news/seniors-steamed-over-cuts-to-silversneakers-fitness-program/>  
 Bellevue Aquatic Feasibility Study - <http://www.bellevuereporter.com/news/aquatics-facility-feasibility-study-continues-in-bellevue/>

## **Week Ending June 1, 2019**

### **SUMMER SCHEDULE**

We are continuing to work on the summer schedule. We received SMAC's schedule on Tuesday and are working to incorporate it into the overall schedule. We hope to have something out soon. They have requested less than contracted. We posted their logo on our main page with a link to their swim team and





will be working on a page for pool users, so community members can be linked to user groups including swim teams, dive teams and scuba diving users to help people find other ways to utilize the pool.

### **AUGUST CLOSURE**

We are scheduling the scoreboard installation for this summer. This could be important in the scheduling of the closure, but we may have to be flexible with Colorado Timing System's availability. We will let you know more when we have a confirmed schedule. Other information:

- Lighting: We are working with PSE on scheduling them to come out and change the lighting in the front of the building.
- Vent Cleaning: We are going to meet with cleaning representatives to ensure that we can clean within the closure window. If we cannot fit this into the schedule, we may push this off until 2020.

### **UPCOMING LIFEGUARD AND WATER SAFETY TRAININGS**

MRP Pool Staff is working on scheduling at least one more lifeguard training and swim lesson instructor training courses before the summer starts. We currently have 23 people on the interest list.

### **FINANCIAL REPORT**

The financial report has been submitted to the state.

### **SCHOLARSHIP DONATIONS**

We have setup a button on the POS system to take donations, and a potential future prompt for registrations where the patron will have the ability to make a donation during their registration process. We want to talk about implementation before putting this into effect. This should be in place sometime this summer.

### **MEMORIAL DAY**

The morning of Memorial Day was really slow, but it picked up for the Open Swim and we had decent attendance in the evening. I noticed that Tukwila had limited hours and the Federal Way Community Center was closed. Something we will look at for 2020.

### **UPCOMING TRAININGS**

#### MRSC WEBINARS-

#### **A Legislative Deep Dive: 2019 Labor, Housing, and Privacy Bills**

*June 6, 2019 | 12 - 1 PM*

#### **AWC Elected Officials Essentials Series, Part 3 of 4: Positioning your Community to Attract New Business**

*August 7, 2019 | 11:30 AM - 12:30 PM*

#### **AWC Elected Officials Essentials Series, Part 4 of 4: Managing Conflicts and Building Cohesive Teams**

*October 30, 2019 | 11:30 AM - 12:30 PM*

#### **How to Make Your Job Easier Using MRSC's Services**

*August 2019 | TBD*

#### **Effective Communication and Conflict Resolution Skills for Local Government Leaders**

*September 2019 | TBD*

#### MRSC WORKSHOPS-

## **Purchasing and Contracting Essentials Workshops**

Back by popular demand, these all-day workshops will focus on purchasing in the morning and public works contracting in the afternoon. Each workshop will review statutory requirements, recent legislative changes, and how to align those requirements with the specific needs of your agency.

Date	Location	Registration Link
July 24 - Wednesday	Sedro Woolley	<a href="#">Register</a>
<i>Additional dates and locations to follow</i>		

#### WCIA JUNE TRAINING CALENDAR-

Link to Training Calendar - <http://www.wciapool.org/education-training/calendar>

#### **RESEARCH**

King County Council requests report on special districts in wake of fraud allegations -

<https://www.bellevuereporter.com/news/king-county-council-requests-report-on-special-districts-in-wake-of-fraud-allegations/>

The Keys to Helping Kids Overcome Poverty - <https://www.governing.com/topics/education/gov-preschool-early-education-income-inequality.html>

Learn the Finer Points About Three Oft-Misunderstood Aspects of Water Sanitization -

[https://www.aquaticsintl.com/facilities/maintenance/learn-the-finer-points-about-three-oft-misunderstood-aspects-of-water-sanitization\\_s](https://www.aquaticsintl.com/facilities/maintenance/learn-the-finer-points-about-three-oft-misunderstood-aspects-of-water-sanitization_s)

Extrication Revisited: Take a New Approach to this All-Important Lifeguarding Skill -

[https://www.aquaticsintl.com/lifeguards/extrication-revisited-take-a-new-approach-to-this-all-important-lifeguarding-skill\\_othem](https://www.aquaticsintl.com/lifeguards/extrication-revisited-take-a-new-approach-to-this-all-important-lifeguarding-skill_othem) on Friday.

### **Week Ending June 7, 2019**

There is a lot going on, so I will keep it brief. It is also looking like our next board meeting is going to be long, so just a heads up.

#### **KING COUNTY PARKS LEVY**

I received a message from Representative Upthegrove about the King County Parks Levy and that they are designating 1% of the money to go towards maintenance projects at local pools. As we all know, aging pools like Mount Rainier Pool have an endless amount of increased maintenance and capital needs due to aging. Here is more information on the levy: <https://www.kingcounty.gov/services/parks-recreation/parks/about/levy.aspx>

#### **SENIOR INSURANCE PASSES**

I am working with Silver and Fit to review a contract to use the pool. It is early in the information, but I hope to have information soon. They are partners with Kaiser Permanente, Regence Blue Shield and other local insurance carriers.

#### **SUMMER SCHEDULE UPDATE**

We sent a counter-offer to SMAC for the Summer Schedule and are awaiting a response. Dominic gave them a deadline of Friday. We hope to have this soon.

#### **WEBSITE UPDATES**

We are going to update the main page image, new pop-up for updates, schedule update, scholarship update and swim and dive team page.

The swim and team page will have information that lists contact information for groups that utilize our pool regularly. It will be like William Shore Pool's page...

<https://www.williamshorepool.org/swim-teams> Other groups will include Alpha Dive Team, 8 Diving and hopefully the Mount Rainier High School Swim and Dive Teams.

## **RESEARCH**

Does Access to a Recreation Centers Enhance Communities?

<https://ezine.nrpa.org/html5/reader/production/default.aspx?pubname=&edid=6c0b4b9f-c5b4-4ff0-8410-a92b6853633b&pnum=18>

Parks and Recreation and Healthcare Partnerships –

<https://ezine.nrpa.org/html5/reader/production/default.aspx?pubname=&edid=6c0b4b9f-c5b4-4ff0-8410-a92b6853633b&pnum=18>

Lifeguard Management Company Abruptly Closes Before Memorial Day -

[https://www.aquaticsintl.com/facilities/management-operators/lifeguard-management-company-abruptly-closes-before-memorial-day\\_o](https://www.aquaticsintl.com/facilities/management-operators/lifeguard-management-company-abruptly-closes-before-memorial-day_o)

Lifeguard Will Have Felony Charges Dropped - [https://www.aquaticsintl.com/lifeguards/lifeguard-will-have-felony-charge-removed\\_o](https://www.aquaticsintl.com/lifeguards/lifeguard-will-have-felony-charge-removed_o)



# Des Moines Pool Metropolitan Park District

May 7, 2019  
6:00 p.m.  
District Office

## MINUTES RETREAT MEETING

### CALL TO ORDER/ROLL CALL

President Overmyer called the retreat meeting to order at 6:00 p.m. Present were Commissioners Kasnick, Young, Dusenbury, and Achziger; District Clerk Linda Ray, District General Manager Deschenes, and Aquatic Manager Dominic Finazzo.

Joining the meeting at 6:10 was Des Moines resident, Tricia Croom.

**PLEDGE OF ALLEGIANCE** – Commissioner Kasnick led the flag salute.

**ADOPTION/MODIFICATIONS OF AGENDA** – None

**ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS** -- None

**PUBLIC COMMENT** – None

### BUSINESS

#### a. Aquatic Manager's Report

Aquatic Manager Dominic Finazzo reported on 1<sup>st</sup> Quarter operations at the Mt. Rainier Pool. President Overmyer reminded the Board members of the goal to create standards of information at future meetings through feedback to the AM.

AM Finazzo reviewed his report by section for the Board members. The report is on file. During the review, the AM mentioned an upcoming WRPA skill-building session held in Renton in June featuring Peter DeQuincy and Bill O'melia, and for which AM Finazzo is the site coordinator. He suggested members of his staff to the training session.

Highlights of his report included new programming, tripling the staff since January during a national lifeguard shortage, a substantial amount of maintenance and improvements to the facility done by the staff, community outreach, special events and promotions, and an increase in user groups throughout the area.

Continuing his report, the AM detailed a General Ledger Summary and an Admissions Report, both of which are on file with the 1<sup>st</sup> Quarter report.

Passes and admissions sold since the pool re-opening have totaled 1,330. The Board members asked the AM to explore reports in the areas of tracking the number of passes sold and usage by the holders on a monthly and quarterly basis.

### **22015 Marine View Drive South, Suite 2B Des Moines WA 98198**

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**Des Moines Pool Metropolitan Park District  
Meeting Minutes – 5/7/2019**

Maintenance completed by outside vendors included pressure relief valves, the chemical feeder, shower valves, and HVAC remote computer access. Des Moines resident Tricia Croom commented that water temperature in the women's locker room showers seems hot. AM Finazzo responded that it would be checked and corrected.

Individuals who are attending ball games at the high school are using the pool parking lot and as such the AM is working with school officials to correct the situation. The pool is contracted with Pete's Towing and will authorize vehicles to be towed if necessary.

A patron from Wesley slipped and fell in the locker room. An incident report was filed. The AM followed up with the individual who suffered a broken wrist. Our insurance provider was notified of the situation.

NW Landscape broke a front window on a vehicle parked in the lot. They have reimbursed the individual for the cost of replacement.

A homerun baseball hit a car mirror in the parking lot. The vehicle's owner is being reimbursed by the school district.

The pool has formed partnerships through community outreach with Camp Khaos, Normandy Park, Seamar and Parkside Elementary Schools. President Overmyer stated that Mar Vista, Madronna, and Valley View Elementary schools all have flyer racks in their lobbies and encouraged the AM to provide all with information.

Pool staff will have a booth at the opening of the Farmer's Market on June 1<sup>st</sup>. They will also attend a job fair on May 16<sup>th</sup>.

Summer marketing is planned through City Currents, City Scene, and Peach Jar.

District General Manager Deschenes reported that he is working on a salary matrix for the area. He is meeting with the Finance Committee next week to finalize and will send a copy out to the Board upon completion. In the meantime, he will provide an email to the Board members with the WRPA part of the survey.

Commissioner Young asked the Aquatics Manager if there is a near future goal for opening the pool on Sundays. AM Finazzo responded that it is a possibility for the summer based on staffing. One of the goals for the pool facility upon re-opening was to be available 7 days a week. The current staffing count is at 32 lifeguards, one Aquatic Coordinator, and the Aquatic Manager. The AM would like to be able to hire another coordinator or have additional full-time staff in order to meet the expectation of being open for more hours.

The AM concluded his report. President Overmyer thanked Mr. Finazzo and his staff for all they are doing. She has received many compliments on the condition and general environment of the pool since re-opening.

**b. 1<sup>st</sup> Quarter Financials**

District General Manager Deschenes reported on 1<sup>st</sup> Quarter Revenues and Expenditures. We have received approximately \$6.8K in property taxes. We are expecting substantial revenue through taxes in May pushing us to \$905K. Expenditures are slightly high in the areas of IT support, maintenance supplies, AMG liabilities, legal services, and maintenance contracts.

We have not yet been billed for retainage from the renovation project, nor have we been invoiced by the architect, BLRB. The cost is estimated between \$60K and \$70K. BLRB has not been able to provide a firm figure.

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**Des Moines Pool Metropolitan Park District  
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**c. Scholarship Policy**

District General Manager Deschenes incorporated suggested changes into Policy 340, Ver.2, entitled Financial Aid/Scholarship Policy and into the application form. President Overmyer asked for a motion to approve the amended policy and form. Commissioner Young moved to approve amended Policy 340, Ver 2.0. This supersedes all other versions on file. Commissioner Kasnick 2<sup>nd</sup> the motion. With no other discussion, the motion passed 5-0.

The DGM requested assistance from Commissioner Achziger in editing and posting the policy and application on the website.

**d. ESCO Response**

At the April meeting on 4/16, the DGM was asked to research lighting options for the pool facility with Project Manager Scott Romano. Mr. Romano stated it was difficult to get funding at present and that any lighting equipment we wished to add would have to be covered by budget. He does not recommend a project that would require the pool to be drained and scaffolding erected on the new pool liner.

DGM Deschenes recommended revisiting a proposal presented to us by Puget Sound Energy in 2018 for replacement of lighting free of charge in offices, hallways, and restrooms. He will bring this information to the May 21<sup>st</sup> meeting.

**General Discussion**

In closing, President Overmyer asked the Board members to communicate anything they would like added to future pool quarterly reports to District General Manager Deschenes.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 7:28 pm.

**UPCOMING MEETINGS –**

- May 21, 2019, 6:00 p.m. Regular Meeting, District Office
- June 18, 2019, 6:00 p.m. Regular Meeting, District Office

Respectfully submitted by Linda Ray, District Clerk

Des Moines Pool Metropolitan Park District Board of Commissioners

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Commissioner Overmyer

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Commissioner Dusenbury

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Commissioner Kasnick

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Commissioner Young

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Commissioner Achziger

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Linda Ray, District Clerk

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# Des Moines Pool Metropolitan Park District

May 21, 2019

6:00 p.m.

District Office

## MINUTES REGULAR MEETING

### CALL TO ORDER/ROLL CALL

President Overmyer called the meeting to order at 6:00 p.m. Present were Commissioners Kasnick, Dusenbury, and Achziger; District Clerk Linda Ray, and District General Manager Deschenes.

Commissioner Young was absent due to family business. Commissioner Kasnick moved to excuse, Commissioner Dusenbury 2<sup>nd</sup>. Motion passed 4-0.

**PLEDGE OF ALLEGIANCE** – Commissioner Kasnick led the flag salute.

**ADOPTION/MODIFICATIONS OF AGENDA** – None

**ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS** -- None

**PUBLIC COMMENT** – None

### CONSENT AGENDA

Commissioner Dusenbury moved to approve the Consent Agenda including the vouchers and electronic transfer requests processed in March 2019 totaling \$64,201.53 and in April 2019 totaling \$76,068.89. Commissioner Kasnick 2<sup>nd</sup>. With no discussion, the motion passed 4-0.

### OLD BUSINESS

#### a. 2018 EOY Financial Report

District General Manager Deschenes reported that the annual report to the State Auditor is due on May 30<sup>th</sup>. It was distributed to the Board members for comment and vetted by the Financial Committee. President Overmyer suggested changes to language regarding the Highline School District and also credit given to King County for being instrumental in replacement of the bulkhead.

The DGM acknowledged the changes and stated they would be included in the report.

#### b. Facilitator RFQ

District General Manager Deschenes recapped that at the retreat on 4/29, it was suggested by the Board to procure a facilitator to assist in moving towards decisions needed to finalize the Aquatic Feasibility Study. The financial impact of a facilitator will be up to \$5K. Bringing a facilitator to the table would help the Board work cohesively through processes in order to reach decisions on plans to build a new facility or not, location, amenities, etc.

The Board discussed the pros and cons associated with the use of a facilitator. President Overmyer feels the Board has lost momentum with regard to making decisions affecting the finalization of the AFS and that decisions should

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**Des Moines Pool Metropolitan Park District  
Meeting Minutes – 5/21/2019**

be made before the end of 2019. There are many discussions that need to be had regarding partnerships including discussions with the Highline School District.

Timing on the RFQ for a facilitator would be late summer or early fall making it necessary to publish the RFQ as soon as possible. A motion was made by Commissioner Kasnick to direct the District General Manager to post the RFQ for the qualification process to have a facilitator available in late summer or early fall. Commissioner Dusenbury 2<sup>nd</sup>.

Discussion: Commissioner Achziger inquired about the qualification process and questioned whether or not it is even necessary to utilize a facilitator. A further discussion ensued about the bonding issue that is before legislation. President Overmyer stated the legislation issue was in the hands of Rep Tina Orwell and that the Board cannot fix that issue at present.

With no further discussion, the motion passed 4-0

President Overmyer asked that an agenda item be added to the June meeting regarding what needs to be done to keep momentum on the language through follow-ups with Rep. Tina Orwell and legal counsel, Brian Snure.

**c. 1<sup>st</sup> Quarter Financial Report (Revised)**

District General Manager Deschenes was asked at the last meeting to amend the 1<sup>st</sup> Quarter Financial Report format by adding headers to each page of the Expenditure sheet. The changes were made and the amended reports were provided to the Board members.

**NEW BUSINESS**

**a. August Closure**

District General Manager Deschenes reported that we are awaiting a schedule from the swim teams before a date can be set for the August closure.

During the maintenance closure, light bulbs will be upgraded, a Pulsar feeder will be installed, and the first aid cabinet will be replaced. Additionally, a deep cleaning will be done of the facility including air duct cleaning. Closure is expected not to exceed one week.

**General Discussion**

In closing, President Overmyer mentioned that a meeting should be scheduled by the DGM with the school district and the Public Outreach committee. Commissioner Dusenbury stated he had spoken to Bernie Dorsey and he is willing to meeting with the Board regarding approaching the school district.

**ADJOURNMENT**

With no further business, the meeting was adjourned at 7:28 pm.

**UPCOMING MEETINGS –**

- June 18, 2019, Regular Meeting, 6:00 p.m., District Office
- July 9, 2019, Retreat Meeting, 6:00 p.m. , District Office
- July 16, 2019, Regular Meeting, 6:00 p.m., District Office

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**Des Moines Pool Metropolitan Park District  
Meeting Minutes – 5/21/2019**

Respectfully submitted by Linda Ray, District Clerk

Des Moines Pool Metropolitan Park District Board of Commissioners

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Commissioner Overmyer

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Commissioner Dusenbury

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Commissioner Kasnick

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Commissioner Young

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Commissioner Achziger

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Linda Ray, District Clerk

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## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/06/2019

Total Amount: \$6,002.75

Control Total: 7

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190502115532.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: LINDA RAY

Email Address: linda.ray@desmoinespool.org

### PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

<u>[Signature]</u>	<u>5/2/19</u>
Authorized District Signature	Date
_____ Authorized District Signature	_____ Date
_____ Authorized District Signature	_____ Date

<u>[Signature]</u>	<u>5/2/19</u>
Authorized District Signature	Date
_____ Authorized District Signature	_____ Date
_____ Authorized District Signature	_____ Date

### SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_  
Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190502115532.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CENTRAL WELDING SUPPLY			RN04192469	04/30/2019	\$69.36	POOL CO2
CENTRAL WELDING SUPPLY			CG72943	01/29/2019	\$179.57	POOL CHEMICALS
CENTRAL WELDING SUPPLY			CG75360	04/22/2019	\$168.62	POOL CHEMICALS
DATAQUEST, LLC			8720	04/30/2019	\$348.00	BACKGROUND CHECKS
HIGHLINE WATER DISTRICT			20190417HWD/MRP	04/17/2019	\$538.81	WATER UTILITY MRP - 3/18 TO 4/17/19
PUGET SOUND ENERGY			20190422PSE/MRP	04/22/2019	\$4,660.61	ELEC/GAS UTILITY MRP - 3/20 TO 4/19/19
RECREONICS INC.			802795	04/30/2019	\$37.78	PVC CLIP FOR TRANSPORT BAG (WIBIT)



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/09/2019

Total Amount: \$5,248.11

Control Total: 14

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190507150550.csv

Fund #: 170950010

**CONTACT INFORMATION**Preparer's Name: LINDA RAYEmail Address: linda.ray@desmoinespool.org**PAYMENT CERTIFICATION**

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :

[Signature] 5/7/19  
Authorized District Signature Date

[Signature] 5-7-19  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

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Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190507150550.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ABS			15009	05/01/2019	\$160.00	DISTRICT JANITORIAL - MAY 2019
BTOWN WEB			MRP-DOCS050319	05/03/2019	\$600.00	WEBSITE SVCS - ANNUAL DOC HOSTING CHG 2019
BTOWN WEB			MRP050319	05/03/2019	\$125.00	WEBSITE SUPPORT - CONTENT TRBLSHT
BTOWN WEB			MRP-HOSTING050319	05/03/2019	\$360.00	WEBSITE SUPPORT - ANNUAL HOSTING CHG 2019
DEPARTMENT OF RETIREMENT SYSTEMS			20190215DOR	05/07/2019	\$605.50	BACK PAYM - DEF COMP S DESCHENES FOR PE 2/10/2019
GRAINGER			9155447627	04/24/2019	\$213.52	JANITORIAL SUPPLIES MRP
GRAINGER			9155571392	04/24/2019	\$333.08	JANITORIAL SUPPLIES MRP
GRAINGER			9155571400	04/24/2019	\$236.47	JANITORIAL SUPPLIES MRP
MIDWAY SEWER DISTRICT			20190423MSD/MRP	04/25/2019	\$443.34	SEWER UTILITY MRP - 2/26 TO 4/25/19
MOUNTAIN MIST			20190430MTM	04/30/2019	\$132.35	WATER/COFFEE SVCS - APR 2019
NORTHWEST LANDSCAPING SERVICES			CD50015471	05/01/2019	\$548.91	LANDSCAPE SVCS MRP - MAY 2019
PRINT PLACE			29195M	04/30/2019	\$49.94	PRINT APR POOL'S DAY PASSPORTS
SEATTLE KING CTY DEPT OF PUBLIC HEALTH			FA0010617	05/07/2019	\$612.00	ENVIRONMENTAL HEALTH SVCS RENEWAL - 5160 YR ROUND INDOOR POOL
SNURE LAW OFFICE			20190501BS	05/01/2019	\$828.00	PROFESSIONAL SVCS - APR 2019



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/09/2019

Total Amount: \$1,904.30

Control Total: 4

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190509104908.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: LINDA RAY

Email Address: linda.ray@desmoinespool.org

### PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

[Signature] 5/9/19  
Authorized District Signature Date

[Signature] 5/9/19  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

\_\_\_\_\_  
Authorized District Signature Date

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Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

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Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_





## Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190509104908.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CONNOR REIFF			20190509CR	05/09/2019	\$750.81	PAYROLL PE 4/25/2019
HENSEN LAM			20190509HL16	05/09/2019	\$407.20	PAYROLL PE 4/25/2019
MIANNA BEHRENS			20190509MB31	05/09/2019	\$297.07	PAYROLL PE 4/25/2019
TANNER HUCK			20190509TH27	05/09/2019	\$449.22	PAYROLL PE 4/25/2019



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/20/2019

Total Amount: \$4,472.76

Control Total: 8

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190515104221.csv

Fund #: 170950010

### CONTACT INFORMATION

Preparer's Name: LINDA RAY

Email Address: linda.ray@desmoinespool.org

### PAYMENT CERTIFICATION

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

<u>[Signature]</u>	<u>5/15/19</u>
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date

<u>[Signature]</u>	<u>05/15/19</u>
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date

### SUBMIT SIGNED DOCUMENT TO:

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

### KING COUNTY FINANCE USE ONLY:

Batch Processed By: \_\_\_\_\_  
Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190515104221.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
AQUATIC SPECIALTY SERVICES			17239	05/09/2019	\$372.26	POOL CHEMICALS
CMIT SOLUTIONS EASTSIDE			6714	04/30/2019	\$1,796.00	IT SUPPORT - APR 2019
CMIT SOLUTIONS EASTSIDE			6691	04/30/2019	\$721.42	IT SUPPORT MRP - APR 2019
COMCAST			20190508CB	05/08/2019	\$165.96	INTERNET SVCS DMP - 5/18 TO 6/17/19
GRAINGER			9168730472	05/07/2019	\$59.77	JANITORIAL SUPPLIES MRP
MACDONALD-MILLER FACILITY SOLUTIONS			SVC155246	04/25/2019	\$441.51	PLUMBING MAINTENANCE - 4/19/2019
ORCA PACIFIC INC.			38409	05/08/2019	\$590.98	POOL CHEMICALS - SODIUM HYPOCHLORITE
RECOLOGY			0002805638	04/30/2019	\$324.86	GARBAGE/RECYCLE UTILITY - APR 2019



## Special District Voucher Approval Document

KC v2.0

Scheduled Payment Date: 05/24/2019

Total Amount: \$11,923.18

Control Total: 20

Payment Method: WARRANT

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190523094314.csv

Fund #: 170950010

**CONTACT INFORMATION**

Preparer's Name:

Linda Ray

Email Address:

linda.ray@desmoinespool.org**PAYMENT CERTIFICATION**

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)):

<u>[Signature]</u>	<u>5/23/19</u>
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date

_____	_____
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date
_____	_____
Authorized District Signature	Date

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Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
Fax: (206) 263-3767

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Date Processed: \_\_\_\_\_



## Special District Voucher Approval Document

KC v2.0

District Name: Des Moines Pool Metropolitan Park District

File Name: AP\_DMPOLPRK\_APSUPINV\_20190523094314.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
ASSOCIATION OF WASHINGTON CITIES			20190521NWA	05/21/2019	\$623.89	EMPLOYEE TRUST BENEFITS - D FINAZZO
CANON FINANCIAL SERVICES, INC.			20104022	05/13/2019	\$29.12	DISTRICT COPIER CHARGES - MAY 2019
CELINA LAM			20190522CL45	05/31/2019	\$293.52	PAYROLL PE 5/10/2019
CENTRAL WELDING SUPPLY			CG75985	05/10/2019	\$182.88	POOL CO2
CITY OF DES MOINES			6973	03/31/2019	\$1,712.41	CITY POOL SVCS - JAN THRU MAR 2019
COLSON KING			20190522CK42	05/31/2019	\$228.64	PAYROLL PE 5/10/2019
COMCAST			20190512CB/MRP	05/12/2019	\$220.94	INTERNET/PHONE MRP - 5/22 TO 6/21/19
CONNOR REIFF			20190522CR15	05/31/2019	\$544.91	PAYROLL PE 5/10/2019
COPIERS NORTHWEST			1956488	05/17/2019	\$36.30	DISTRICT COPIER EQUIP LEASE #NASPO-CN22206-01
HANNA LAI			20190522HL44	05/31/2019	\$177.50	PAYROLL PE 5/10/2019
HENSEN LAM			20190522HL16	05/31/2019	\$253.52	PAYROLL PE 5/10/2019
JOE DUSENBURY			20190522JD08	05/31/2019	\$104.93	COMMISSIONER SUBSIDY - APR 2019
MIANNA BEHRENS			20190522MB31	05/31/2019	\$216.10	PAYROLL PE 5/10/2019
PHILLIPS PUBLISHING			1337DM	05/10/2019	\$573.75	DISPLAY AD - SUMMER 2019
PHILLIPS PUBLISHING			1336DM	05/10/2019	\$1,147.50	DISPLAY AD - SUMMER 2019
SHANE YOUNG			20190522SY10	05/31/2019	\$209.85	COMMISSIONER SUBSIDY - APR 2019
SOUTH KING FIRE & RESCUE			05219_2	03/27/2019	\$282.00	PERMITS FOR OCCUPANT LOAD, HAZ MAT, GASES
TANNER HUCK			20190522TH27	05/31/2019	\$438.13	PAYROLL PE 5/10/2019
TONI OVERMYER			20190522TO04	05/31/2019	\$202.88	COMMISSIONER SUBSIDY - APR 2019
US BANK			20190510USB	05/10/2019	\$4,444.41	BKCARD STATEMENT - 4/11 TO 5/10/2019

# ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services  
**Finance & Business Operations Division**  
 ADM-ES-0600  
 500 4th Ave  
 Seattle, WA 98104  
 Email: cash.management@kingcounty.gov  
 Tel: 206-263-2818 or 206-263-2737

Payment Settlement Date May 14, 2019

## PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) \_\_\_\_\_ ☐ ACH Debit Pay Code (COLXX) \_\_\_\_\_ ☒ Automatic Withdrawl  
☐ Book Transfers (Last 4 digits of the account) From \_\_\_\_\_ To \_\_\_\_\_ ☐ Wire Repetitive Wire Code \_\_\_\_\_

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	Heartland Payroll PE 5/10/2019	170950010			24219		00000	22,054.53
2							00000	
3							00000	
4							00000	
5							00000	
6							00000	
<b>Total</b>								\$22,054.53

## PAYEE INFORMATION

Company \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## BANK INFORMATION FOR WIRE PAYMENTS.

Bank Name \_\_\_\_\_ Name on Bank Account \_\_\_\_\_  
 Bank Routing # \_\_\_\_\_ Bank Account # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

## CONTACT INFORMATION Typed or Printed

Contact Name Linda Ray Organization Des Moines Pool Metropolitan Park District  
 Email linda.ray@desmoinespool.org Phone # 206-429-3852 Ext \_\_\_\_\_ Fax # N/A

## AUTHORIZATION Certification for Payment (By Authorized Signer) RCW 42.24.080

I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable and that the payment is just, due and unpaid obligation, and that I am authorized to authenticate and certify to said payment.

Signature Joe Dusenbury Title Clerk of the Board Date May 9, 2019  
 Print Name Joe Dusenbury Phone # 206-429-3852 Email joe.dusenbury@desmoinespool.org



# ELECTRONIC PAYMENT REQUEST FORM



Department of Executive Services  
**Finance & Business Operations Division**  
 ADM-ES-0600  
 500 4th Ave  
 Seattle, WA 98104  
 Email: cash.management@kingcounty.gov  
 Tel: 206-263-2818 or 206-263-2737

Payment Settlement Date May 29, 2019

## PAYMENT INFORMATION

☐ ACH Credit Pay Code (BENXX, GENXX, PAYXX) \_\_\_\_\_ ☐ ACH Debit Pay Code (COLXX) \_\_\_\_\_ ☒ Automatic Withdrawl  
☐ Book Transfers (Last 4 digits of the account) From \_\_\_\_\_ To \_\_\_\_\_ ☐ Wire Repetitive Wire Code \_\_\_\_\_

Line	Explanation/Description	Fund (9 digits)	Project (7 digits)	Cost Center (6 digits)	Account (5 digits)	Bars (7 digits)	Future (5 digits)	Amount
1	Heartland Payroll PE 5/25/2019	170950010			24219		00000	21,207.77
2							00000	
3							00000	
4							00000	
5							00000	
6							00000	
<b>Total</b>								<b>\$21,207.77</b>

## PAYEE INFORMATION

Company \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## BANK INFORMATION FOR WIRE PAYMENTS

Bank Name \_\_\_\_\_ Name on Bank Account \_\_\_\_\_  
 Bank Routing # \_\_\_\_\_ Bank Account # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

## CONTACT INFORMATION

Typed or Printed

Contact Name Linda Ray Organization Des Moines Pool Metropolitan Park District  
 Email linda.ray@desmoinespool.org Phone # 206-429-3852 Ext \_\_\_\_\_ Fax # N/A

## AUTHORIZATION

Certification for Payment (By Authorized Signer) RCW 42.24.080

I, the undersigned, do hereby certify under penalty of perjury, that the payment is due and payable and that the payment is just, due and unpaid obligation, and that I am authorized to authenticate and certify to said payment.

Signature [Signature] Title Clerk of the Board Date May 22, 2019  
 Print Name Joe Dusenbury Phone # 206-429-3852 Email joe.dusenbury@desmoinespool.org

SD  
5/22/19





## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 7a Assigned to: District GM

Meeting Date: June 18, 2019

Under: Old Business

Attachment: Yes

Subject: RFQ - Facilitator

#### Background/Summary:

The District Board of Commissioners directed the District GM to develop an RFQ for a Facilitator during its Board Retreat on January 29, 2019. It was sent to the Board for review and comment by noon on April 23.

The District GM scheduled a meeting with the Capital and Contracts to implement and review changes.

The board voted for the District GM to move ahead at the last board meeting with a decision being made on responses from the RFQ. RFQs will be sent out to the following facilitator professionals next week (see attached).

Fiscal Impact: Up to \$5,000 depending on bids.

Proposed Motion: No motion necessary.

Reviewed by District Legal Counsel: Yes X No        Date: 4/4/19

<u>Two Touch Rule:</u>	<u>T.B.D.</u>	Committee Review (WCIA Audit)
	<u>4/16/19</u>	First Board Meeting (Informational)
	<u>5/21/19</u>	Second Board Meeting (Action)

Action Taken:    **Adopted**       **Rejected**       **Postponed**

Follow-up Needed:    Yes        No              Report back date:       

#### Notes:

Attached: List of Potential Facilitators from MRSC.



**Subject:** MRSC Research Request

**Date:** Monday, March 25, 2019 at 3:32:11 PM Pacific Daylight Time

**From:** Byron Katsuyama

**To:** Scott Deschenes

Scott,

In response to your request for a list of potential facilitators that specialize in board communication/effectiveness or boards on consensus building, please see the following:

- Jim Reid - ([jfalconerreid@comcast.net](mailto:jfalconerreid@comcast.net)) or 206-324-2061, [Falconer Group](#)
- Brian Murphy - ([brian@berkconsulting.com](mailto:brian@berkconsulting.com)) or 206-324-8760, [BERK and Associates](#)
- Steve Boyd - ([steve@macboyd.com](mailto:steve@macboyd.com)) [McDonald Boyd](#)
- Faith Tremble - ([info@athenaplace.com](mailto:info@athenaplace.com)) [The Athena Group](#)
- Pete Butkus – ([pete@butkusconsulting.com](mailto:pete@butkusconsulting.com)) a former mayor, state agency director and assistant city manager. He frequently works with his wife who has been both a mayor and councilmember.
- Bob Jean - ([bjeaninup@gmail.com](mailto:bjeaninup@gmail.com)) a retired city manager who has worked in Washington, Oregon and California. He has also taught a graduate course in public administration at the University of Washington along with another retired manager.
- Rhonda Hilyer – ([HQ@agreementdynamics.com](mailto:HQ@agreementdynamics.com)) [Agreement Dynamics](#)
- Peter Scontrino ([jevon@scontrino-powell.com](mailto:jevon@scontrino-powell.com)) or (425) 392-5694, [Scontrino Powell Inc.](#)

We are aware that these organizations and individuals have provided services of this type in the past for other local government agencies. MRSC does not, however, recommend any particular consultants.

I hope this information will be of assistance.

**Byron Katsuyama**

Public Policy and Management Consultant

206.625.1300 | [MRSC.org](http://MRSC.org) | Local Government Success



## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 7b      **Assigned to:** District GM      **Meeting Date:** June 18, 2019

**Under:** Old Business      **Attachment:** Yes

**Subject:** August Closure

**Background/Summary:**

The Mount Rainier Pool will be closing August 10-18 (Saturday through a Sunday). We plan to re-open on August 19 with the Highline School District teams starting practice that week. We have attached a list of projects that will be performed this week.

**Fiscal Impact:** N/A

**Proposed Motion:** *No motion necessary. All projects within budget at this time.*

**Reviewed by Legal Counsel:**      **Yes**             **No**   X        **Date:**       

<b>Two Touch Rule:</b>	<u>N/A</u>	<b>Committee Review</b>
	<u>05/21/19</u>	<b>First Board Meeting (Informational)</b>
	<u>06/18/19</u>	<b>Second Board Meeting (Action)</b>

**Action Taken:**      **Adopted**             **Rejected**             **Postponed**       

**Follow-up Needed:**      **Yes**             **No**             **Reporting Back Date:**       

**Notes:**

See attached projects list.



**LIST OF CLOSURE PROJECTS**  
**August 11-18**

**TENTATIVE – JUNE 18, 2019**

Project	Est. Cost	Description
<b>NATATORIUM</b>		
Scoreboard	\$12,500	Half of cost will be covered by KCYAS Grant. Lift cost factored into lighting.
Egg Light Replacement	???	Use same lift for scoreboard to replace lights.
Duct Cleaning	???	Sound cleaning will clean duct work in pool.
Wibit Deck Storage	\$500	Storage container for Wibit on deck to reduce potential damage and to make it easier to setup and remove (More usage=more revenue.)
<b>BUILDING FRONT END</b>		
First Aid Cabinet Replacement	\$5,000	Replace cabinet with smaller and taller item. Particle board is falling apart and may have insect issues.
ADA for Front Counter	\$1,000	Originally \$5k, but can just add foldable ADA counter below. Felt tearing out old desk would have extended closure and costly for facility at end of its life
Electric for Front Desk (If possible)	???	The front desk needs to be rewired. Lights no longer work and there is not enough electrical. This could be detected the next time the Fire Department does a walkthrough.
PSE Lighting Project	Free	PSE will install new energy efficient lighting through front end of the facility.
Office Re-organization	\$250	We are adding a third work area for staff. We might buy a surplus desk and chair. This will be very small to fit in the limited area of the office.
Drinking Fountain/Water Service Replacement	\$2,250	Replace water fountains with chilling, water bottle filling water machines. Will save money with cancelling water service. Also show how many water bottles saved.
<b>BEHIND THE SCENES</b>		
Heat Exchanger	Canc.	The plugging of the portion of the unit is actually working at well. We will need to explore replacing this in the future, but should get a couple of years out of it.
Chlorine Feeder (Optional)	Free	This will hopefully reduce future closures. It is free, but costs may be in service contract. Will make decision to move forward.
Equipment Room, Conex and Storage Unit	T.B.D.	I think we've had enough time to see what we need in the facility, in the Conex and what needs to go to Storage. Some of the tools may have been at the pool since the 1970's. At this time, we may be able to downsize our storage needs. Might incur some smaller storage/organization items for



		better efficiency. We are looking at a 5S system in the equipment room.
<b>OUTSIDE</b>		
Repaint Parking Lot	T.B.D.	Need to rebid project. Contacting company on HSD's contractor list.
Ivy Management	Free	Have available staff cut back ivy on trees for their protection.
<b>OTHER</b>		
Surplus Sales, Donations and Disposal	T.B.D.	Items to be surplusd are laptops, pool covers and rack, tot docks and items that we will need to remove. Costs will either be a smaller dumpster (if needed) or truck rental for moving items to storage (if needed).

Many projects are still being planned. All should be within budget.

Des Moines Pool Metropolitan Park District

**AGENDA ITEMS SUMMARY SHEET**

**Agenda Item #:** 7c **Assigned to:** Toni Overmyer **Meeting Date:** June 18, 2019

**Under:** Old Business **Attachment:** No

**Subject:** Legislative Update

**Background/Summary:** The Board President will update the board about the ballot legislation.

**Fiscal Impact:** N/A

**Proposed Motion:**

**Reviewed by Legal Counsel:** Yes X No        **Date:**       

<b>Two Touch Rule:</b>	<u>N/A</u>	<b>Committee Review</b>
	<u>N/A</u>	<b>First Board Meeting (Informational)</b>
	<u>N/A</u>	<b>Second Board Meeting (Action)</b>

**Action Taken:** Adopted        Rejected        Postponed       

**Follow-up Needed:** Yes        No        **Reporting Back Date:**       

**Notes:**

No attachments.



## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 8a **Assigned to:** Toni Overmyer, President **Meeting Date:** June 18, 2019

**Under:** New Business

**Attachment:** Yes

**Subject:** HSD/Pool Lane Rates

**Background/Summary:**

President Overmyer will discuss a comparison of the Highline School District lease for Mount Rainier Pool to other similar facilities in the area.

**Fiscal Impact:** To be determined.

**Proposed Motion:** No motion necessary.

Reviewed by District Legal Counsel: **Yes** ☐ **No** ☒ **Date:**

**Two Touch Rule:**

<u>N/A.</u>	Committee Review (WCIA Audit)
<u>N/A</u>	First Board Meeting (Informational)
<u>N/A</u>	Second Board Meeting (Action)

**Action Taken:** **Adopted** **Rejected** **Postponed**

**Follow-up Needed:** **Yes** ☐ **No** ☐ **Report back date:**

**Notes:**

None at this time.



## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 8b **Assigned to:** District GM **Meeting Date:** June 18, 2019

**Under:** Old Business **Attachment:** No

**Subject:** American Specialty Health Contract (Silver and Fit, and Active and Fit Programs)

#### Background/Summary:

American Specialty Health partners with insurance companies to offer fitness opportunities to insurance companies. They offer three programs: Silver and Fit, Active and Fit and

The District should at least pursue the Silver and Fit program and be open to adding the Active and Fit program in the future too.

The Silver and Fit program is a Medicare Plan B program. Local insurance providers that offer this program to its members include Kaiser Permanente, Regence Blue Shield and Apple Health (Washington state public program). This program is open to users 65 and older.

The Active and Fit is for 18-64 and even though it does not have the traction that Silver and Fit does, it would be a similar process and help more people utilize the facility.

This program would help reduce barriers for people to use the facility and the District GM is recommending the board approve this contract. The plans will be the Silver and Fit basic plan and Active and Fit Programs.

**Fiscal Impact:** Cost of social program or potential class, and free trial visit for person visiting the facility. The District has two choices for potential programming. The cheaper option is to host a bagel and donuts open house quarterly, or host Silver and Fit fitness classes. Each potential participant will fill out their paperwork the day they come in. Per the contract, this will be a free trial visit.

**Proposed Motion:** I move to approve the board president to sign the contract with American Specialty Health to implement Silver and Fit and Active and Fit programs.

**Reviewed by Legal Counsel:** Yes ☐ No ☒ **Date:** N/A

<b>Two Touch Rule:</b>	<u>TBD</u>	<b>Committee Review</b>
	<u>5/21/19</u>	<b>First Board Meeting (Informational)</b>
	<u>7/16/19</u>	<b>Second Board Meeting (Action)</b>

**Action Taken:** Adopted ☐ Rejected ☐ Postponed ☐

**Follow-up Needed:** Yes ☐ No ☐ **Reporting Back Date:**

**Notes:**

See Attached Contract.

Although SilverSneakers is not expanding at this time, many facilities have both Silver and Fit and SilverSneakers programs. Both processes are similar and could be implemented together in the future.

There is also a Fitness Coach program that does not fit the needs of the District at this time, but might be good to explore if we add Adaptive Aquatics.





# SILVER AND FIT FREE POOL USAGE

## Eligible

Silver and Fit (65+) and  
Active and Fit (18-64)

## Local Options

Local insurance providers include Apple Health of Washington, Kaiser Permanente of Washington and Regence Blue Shield of Washington. Check with your insurance provider that may offer these programs.

## What's Included

Includes access to pool during all open times: Family and Open Swims, Lap Swims and Water Walk.

You can be a member of other health clubs and use the pool to diversify your workout.

Add Swimming, Water  
Walking and Water  
Exercise to your routine!



### PROCESS

Three (3) Easy Steps to Register:

1. Go to [www.silverandfit.com](http://www.silverandfit.com) to register.
2. Get your Silver and Fit Card.
3. Bring card and register at Mount Rainier Pool.

It is that easy!



### QUESTIONS

#### Mount Rainier Pool

If you have any questions, give us a call at (206) 824-4722 or email us at [info@mtrainierpool.com](mailto:info@mtrainierpool.com).

#### Silver and Fit

Please call (877) 427-4788.



### WHY WATER?

Water is the ideal exercise medium for aging adults by helping them maintain their good health at a comfortable, functional level and is effective for anyone wanting to build lean muscle mass, increase strength, or heal from an injury.





**AMERICAN SPECIALTY HEALTH FITNESS, INC.**  
**FITNESS CENTER SERVICES AGREEMENT**  
**DES MOINES POOL METROPOLITAN PARK DISTRICT, WA**

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**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT**

THIS FITNESS CENTER SERVICES AGREEMENT, ("this Agreement") is entered into between American Specialty Health Fitness, Inc., a Delaware corporation ("ASH Fitness"), and the fitness center whose name and other identifying information appear on the signature page herein ("Fitness Center"). This Agreement will not become effective until both Fitness Center and ASH Fitness have signed it, as further outlined in Article 28. After Fitness Center and ASH Fitness have both signed this Agreement, Fitness Center will automatically become a Contracted Facility as of the Effective Date specified in Article 28 of this Agreement. Please read this Agreement carefully. This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

This Agreement supersedes and replaces any prior Fitness Center Services Agreements entered into between ASH Fitness and Fitness Center.

**RECITALS**

WHEREAS, insurers, trust funds, health care service plans, health maintenance organizations, employer groups and other groups (collectively referred to as "ASH Clients" and further defined below) have entered into arrangements with ASH Fitness for the provision of Services to their Members (as defined below in Section 1.10);

WHEREAS, ASH Fitness wishes to arrange for and facilitate the provision of Services to Members;

WHEREAS, Fitness Center has all necessary licenses and authorizations to operate in its location(s) in the State(s) in which it operates and wishes to contract with ASH Fitness for the provision of Services to Members;

NOW, THEREFORE, ASH Fitness and Fitness Center agree as follows:

**ARTICLE 1    DEFINITIONS.**

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

**1.01    Agreement.** Agreement is this Fitness Center Services Agreement between Fitness Center and ASH Fitness, the attachments and exhibits listed below, the Program Manual and any amendments to such documents.

- Attachment A: Silver&Fit® Basic Attachment
- Attachment B: Silver&Fit Full Attachment
  - Exhibit 1: Silver&Fit Full Fitness Center Election
- Attachment C: FitnessCoach® Attachment
  - Exhibit 1: FitnessCoach Member Caregiver Access Election
- Attachment D: Active&Fit® Attachment
- Attachment E: Intentionally Left Blank
- Attachment F: ExerciseRewards™ Network Attachment
- Attachment G: ASH Client List
- Attachment H: Personal Trainer Attachment
  - Exhibit 1: Personal Trainer - ASH Client List
- Attachment I: Health and Safety Guidelines and Code of Conduct
- Attachment J: Medicare Addendum
- Attachment K: Guidelines for Trademark Use by Third Parties
- Attachment L: Program Compensation Attachment

The attachments and exhibits listed above and the Program Manual are hereby incorporated by reference. However, Fitness Center's obligations will be dependent upon its agreement to participate in the programs described in Attachment A through Attachment F and Attachment H as indicated on the signatory page of this Agreement.

- 1.02 **Annual Member Fee.** Annual Member Fee, if included as part of an ASH Client's member benefit plan as specified in Attachment G to this Agreement, is a fee the member is required to pay in order to access Services. The Annual Member Fee, if applicable, will be paid to Fitness Center upon the Member's first visit to Fitness Center each benefit year as that term is defined below in section 1.04. Annual Member Fee shall not be considered a Member Payment as defined in Section 1.12.
- 1.03 **ASH Client.** ASH Client is a health care service plan, health maintenance organization, insurer, employer group, trust fund, third party administrator, or other person or entity who contracts with ASH Fitness or an ASH Fitness' affiliate to arrange for the provision of Services. ASH Clients will be listed on the ASH Client List which is provided to Fitness Center by ASH Fitness. A sample of the ASH Client List is attached to this Agreement as Attachment G.
- 1.04 **ASHLink.** The ASHLink® system is a proprietary software system developed by an ASH Fitness affiliate and utilized by ASH Fitness to support the secure and confidential electronic distribution of information with Fitness Center via the Internet. ASHLink provides Fitness Center and its staff the ability to verify Member eligibility for an applicable program, submit billing reports and to verify status of reimbursements of submitted billing reports. Additionally, Fitness Center or its staff shall utilize ASHLink to access information relevant to this Agreement (i.e. Program Manual, renewal/termination reports, and Client Lists).
- 1.05 **Benefit Year.** Benefit Year is the twelve (12) month period specified in Attachment G.
- 1.06 **Contracted Center.** Contracted Center is a fitness center that has contracted with ASH Fitness.
- 1.07 **Effective Date.** The Effective Date is the date this Agreement becomes operative, as specified in Article 28 of this Agreement.
- 1.08 **Fitness Center Fitness Advisor.** The Fitness Center Fitness Advisor is an individual employed or contracted by Fitness Center that will support Services, as that term is defined in Section 1.18, by acting as the primary contact on behalf of the Fitness Center that Member will contact at the Fitness Center Participating Location and fulfills the requirements detailed in Section 3.09.3.
- 1.09 **Fitness Center Participating Location.** A Fitness Center Participating Location is the Fitness Center location where Services will actually be performed. For ease of reference, Fitness Center and Fitness Center Participating Location shall be used interchangeably for a Fitness Center with only one participating location.
- 1.10 **Member(s).** Member(s) is/are individual(s) who is/are eligible to receive Services by meeting all the eligibility requirements for participation in a program.
- 1.11 **Member Eligibility/Benefits.** Member Eligibility/Benefits is information maintained by ASH Fitness or one of its affiliates pertaining to each Member regarding his or her eligibility, including initial date of eligibility, term of membership and benefits.
- 1.12 **Member Payments.** Member Payments are charges which are the direct financial responsibility of the Member and are paid directly to Fitness Center for any service which is a Non-Covered Service under this Agreement.
- 1.13 **Member Renewal Report.** Member Renewal Report is a report compiled by ASH Fitness and posted on ASHLink which lists Members whose ASH Fitness benefit program requires the Member to pay an Annual Member Fee each Benefit Year and whose current Benefit Year is expiring and who will be entering into a new Benefit Year. Members listed on the Member Renewal Report must pay their Annual Member Fee for the new Benefit Year to the Fitness Center in order to continue to receive ASH program services.
- 1.14 **Member Termination Report.** Member Termination Report is a report compiled by ASH Fitness and posted on ASHLink which lists Members who have terminated their Membership at the Fitness Center and/or are no longer eligible for participation under the program. Terminated Members shall be listed on the Member Termination Report for at least thirty (30) days from their termination date.



- 1.15 **Non-Covered Services.** Non-Covered Services are all services other than a Standard Fitness Center Membership and any other program components as clearly laid out in each attachment and as applicable to the Member's benefit. All Non-Covered Services are ineligible for compensation by ASH Fitness and are the direct responsibility of the Member.
- 1.16 **Party(ies).** Party(ies) is/are the individual(s) or entity(ies) that execute this Agreement.
- 1.17 **Program Compensation Rate.** The Program Compensation Rate is the amount ASH Fitness will pay Fitness Center for the Standard Fitness Center Membership and Services for each Member who has signed a membership agreement with Fitness Center. The Program Compensation Rate is set forth in Attachment L for each program that applies to this Agreement.
- 1.18 **Services.** Services are those collective services which fall under this Agreement and its Attachments A through Attachment F and Attachment H.
- 1.19 **Standard Fitness Center Membership.** A Standard Fitness Center Membership provides Member with at least the following services: access to a Fitness Center Participating Location during normal facility hours of operation for the use of cardiovascular exercise equipment (e.g. treadmills, exercise bicycles, "elliptical machines", etc.), strength or resistance training equipment (e.g. selectorized equipment, free weights, etc.), and use of locker room and shower facilities. ~~It also includes instructor-led classes (such as group fitness classes, Pilates, group cycling, yoga, etc.) which do not require a separate fee to be paid to Fitness Center for an individual class or set of classes, but are routinely included for the general membership as part of the general monthly fee.~~ The Standard Fitness Center Membership does not include instructor-led classes, personal training and other amenities for which the Fitness Center routinely charges a separate fee.
- 1.20 **Quality Management Program.** The Quality Management Program, as set forth in the program manual, is the set of policies, processes, procedures and standards established, determined and utilized by ASH Fitness under this Agreement to evaluate and determine whether a Contracted Facility has satisfied all ASH Fitness' Health and Safety Guidelines and Code of Conduct requirements, available on ASHLink, adopted by ASH Fitness and to approve a Contracted Facility's participation in ASH Fitness and/or ASH Client's networks.
- 1.21 **Visit.** Unless otherwise specified in a program attachment, a Visit is where a Member utilizes the Fitness Center Participating Location for exercise.

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Commented [BS1]: Do we have any classes that fit into this category?

Commented [SD2R1]: We do not include any classes in our memberships. Some health clubs have all-inclusive memberships, but we do not.

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## ARTICLE 2 ASH FITNESS' RESPONSIBILITIES.

- 2.01 **Prepare and Maintain Program Manual.** ASH Fitness shall prepare and maintain a program manual setting forth ASH Fitness' policies, processes, standards and procedures regarding Fitness Center's participation in any ASH Fitness' fitness network ("Program Manual").
- 2.02 **Distribution of Revised Agreement, Attachments, Amendments, and Program Manual.** ASH Fitness shall prepare and distribute any updated Agreements, attachments and exhibits, Member Termination Reports, ASH Client Lists, amendments and/or Program Manual, which may be revised by ASH Fitness in accordance with Article 25 of this Agreement. ASH Fitness may distribute all materials directly to Fitness Center and to each Fitness Center Participating Location, where such information pertains to the Fitness Center Participating Location.
- 2.03 **Records Management.** ASH Fitness and its affiliates shall develop, update and maintain policies and procedures that comply with applicable statutory and regulatory requirements for the secure and confidential storage, retention, retrieval and destruction of all records pertaining to its business operations, whether these records are in paper or electronic form.
- 2.04 **Maintain Eligibility.** ASH Fitness or its affiliates shall provide Fitness Center with services related to Member Eligibility verification for Services to be provided by Fitness Center. ASH Fitness makes no representation or guarantees concerning the number of Members, if any, that will access Fitness Center under this Agreement.

- 2.05 **Communication Regarding Participation of Fitness Center.** ASH Fitness and its affiliates shall communicate the participation of Fitness Center in ASH Fitness or its affiliates' programs to existing and prospective ASH Clients in various forms, including but not limited to ASH Client proposals, ASH Fitness or ASH Client network directories and the applicable websites accessed by Members. Such communication may include information such as Fitness Center's name and logo, address, telephone number, and available services. ASH Fitness shall assist Members to select a Contracted Facility under the Member's program. In addition, ASH Fitness shall, within sixty (60) days of the effective date of a location, notify ASH Clients of the addition of a Fitness Center Participating Location where that location may perform Services for ASH Client.
- 2.06 **Deletion of Fitness Center Participating Location from Network Directories.** ASH Fitness will notify all ASH Clients, no later than thirty (30) days after the effective date of Fitness Center Participating Location's resignation or termination of this Agreement, or of the need to delete the location's information from network directories and/or other such sources of Fitness Center information.
- 2.07 **ASH Fitness' Payment to Fitness Center.** ASH Fitness shall compensate Fitness Center in accordance with the Program Compensation Rates specified in Attachment L under which Fitness Center is participating within thirty (30) days of receipt of a billing report for Services provided to Members. For billing reports listing a Member for whom an Annual Member Fee applies, ASH Fitness shall deduct the amount of any Annual Member Fees from the compensation due to Fitness Center until such time the entire Annual Member Fee has been collected. If the member does not utilize the Fitness Center enough times during the Member's Benefit Year to satisfy the full amount of the Annual Member Fee, ASH Fitness will deduct any outstanding balances of the Annual Member Fee from the Fitness Center's compensation payment ninety (90) days after the end of the Member's Benefit Year until the entire Annual Member Fee has been reconciled.

Fitness Center and ASH Fitness agree that a program of equal to best pricing and equal to best reimbursement model supports fair and competitive pricing and that fair and competitive pricing fosters program competition, enhancement and innovation, and reduces costs. The parties agree that Fitness Center will offer to ASH Fitness Equal To Or Best Pricing and an Equal To Or Best Reimbursement model for Subsidized Fitness Programs. For the purposes of this Agreement and any Attachments, Subsidized Fitness Benefit Programs means any of programs by which an eligible individual receives membership with and/or access to Fitness Center in connection with Silver&Fit, Active&Fit and FitnessCoach (collectively "Fitness Benefit Programs"). Any ASH Fitness consumer-direct purchase program is not included in this definition. "Equal To Or Best Pricing" means that Fitness Center agrees that for each contract it enters with any third party(s) offering Subsidized Fitness Benefit Programs, the rates that Fitness Center will charge such third party(s) will not be less than the rate that Fitness Center charges ASH Fitness under this contract. Equal To Or Best Reimbursement Model means that Fitness Center will not utilize any reimbursement model that permits a third party offering Subsidized Fitness Benefit Programs to reimburse Fitness Center for fitness services at a lower rate than the rate that Fitness Center is charging ASH Fitness under this contract, regardless of the reimbursement model. Provided, that this prohibition shall not apply to programs offered by Fitness Center to Highline School District.

Nothing herein shall prevent Fitness Center and a third party offering Subsidized Fitness Benefit Programs from agreeing to a rate lower than the rate Fitness Center charges ASH Fitness pursuant to this contract at the time of the agreement, or from agreeing to a reimbursement model that permits the third party to reimburse Fitness Center for fitness services at a rate lower than the rate Fitness Center is charging ASH Fitness under this contract at the time of the agreement, regardless of reimbursement model. If Fitness Center contracts with a third party to offer lower pricing or a better reimbursement model than which it has with ASH Fitness, Fitness Center will provide notice to ASH Fitness in advance of the effective date of such third party agreement and, upon ASH Fitness' written notice stating that ASH Fitness wishes to have the rates that Fitness Center charges ASH Fitness reduced to reflect the better pricing/reimbursement model offered to the third party ("Pricing Notice"), Fitness Center shall automatically provide the same lower pricing and/or the better reimbursement model to ASH Fitness as of the effective date of the third party contract. Upon ASH Fitness' delivery to Fitness Center of the Pricing Notice, this agreement will be deemed automatically amended to incorporate the lower rates and/or better reimbursement model with all other contract terms remaining unchanged. The parties agree that the existence of Equal To Or Best Pricing and Reimbursement

Models will be subject to audits by an independent third party agreed upon by ASH Fitness and Fitness Center. If Fitness Center does not provide the advance notice required by this paragraph, ASH Fitness shall have the right to recover the difference between the lower price and/or reimbursement model and ASH Fitness' current pricing and reimbursement model as of the effective date of the lower price and/or reimbursement model by offsetting future payments to Fitness Center until such time the recovery is complete. Such remedy does not exclude ASH Fitness from seeking other remedies to which it may be entitled. Provided, that the notice requirements and pricing reduction process defined under this paragraph shall not apply to programs offered by Fitness Center to Highland School District.

#### ARTICLE 3 FITNESS CENTER'S RESPONSIBILITIES.

- 3.01 Business License(s) and Comply with Federal and State Law.** Fitness Center shall maintain and demonstrate upon request by ASH Fitness that Fitness Center has appropriate business licenses for its operations at each of the Fitness Center Participating Locations and meets all federal and state regulations applicable to such operations.
- 3.02 Comply with Program Manual.** Fitness Center shall comply fully with the Program Manual as described in Section 2.01.
- 3.03 Comply with Quality Management Program.** Fitness Center shall comply with the Quality Management Program and shall cooperate with ASH Fitness in ASH Fitness' administration of its grievance procedures, which can be found in the Program Manual, including procedures to resolve complaints or grievances filed by Members with ASH Fitness as they pertain to Fitness Center and its responsibilities under this Agreement.
- 3.04 Compliance with Medicare and/or Medicaid Requirements.** Where Fitness Center is providing Services to Members enrolled in an ASH Client's Medicare Advantage and/or Medicaid Managed Care plans, Fitness Center shall comply with the provisions outlined in Attachment J to this Agreement.
- 3.05 Immediate Notification by Fitness Center of Certain Occurrences.** Fitness Center shall notify ASH Fitness in writing by overnight mail service, email, facsimile or other means of notification made available to Fitness Center by ASH Fitness within forty-eight (48) hours of the occurrence of: i) the commencement of any voluntary or involuntary bankruptcy proceedings by or against Fitness Center or any similar proceedings; ii) any lapse of general and/or professional liability insurance maintained by Fitness Center; iii) the filing of criminal charges against Fitness Center's owners, directors, management or staff that directly interact with Members (this includes personal trainers contracted or employed with Fitness Center if the Fitness Center is participating in the Personal trainer Benefit as set forth in Attachment H) that Fitness Center's owner(s) or manager(s) know(s), or reasonably should have known; iv) a change in Fitness Center's ownership and/or management; (v) any change to, including but not limited to the loss or potential loss of, its business license; and (vi) any potential non-compliance or suspected non-compliance with applicable federal or state law or regulation relevant to this Agreement.
- 3.06 Notification of Change in Any Information.** Fitness Center shall notify ASH Fitness at least sixty (60) days prior to any change in Fitness Center or Fitness Center Participating Location's physical address, Fitness Center or Fitness Center Participating Location's mailing address, telephone number, email address, office hours, taxpayer identification number, or any other information listed in the Network Application. Where sixty (60) days prior notice is not possible, Fitness Center shall notify ASH Fitness as soon as possible of such changes.
- 3.07 Non-Interference with Property and Contract Rights.** During the term of this Agreement and for one (1) year following the date of its termination, Fitness Center agrees that Fitness Center shall not interfere with ASH Fitness or an ASH Fitness affiliate's property or contract rights with any ASH Client or Member. This includes, but is not limited to, advising any Member to dis-enroll from any Services, advising any party who has contracted with ASH Fitness or an ASH Fitness Affiliate to terminate, cancel or decline renewal of its contract, and/or solicit any Member to enroll for the provision of similar services offered by any other firm administering fitness benefit programs, health care service plan, health maintenance organization, health insurer, preferred provider organization or any other similar organization.

If Fitness Center violates this Section, Fitness Center acknowledges that it will be responsible for paying any and all actual damages incurred by ASH Fitness or any ASH Client as a result of that violation and may be liable for other costs, expenses, damages, claims or liabilities; and, if money damages are insufficient to compensate ASH Fitness or ASH Client for the violation of this Section, Fitness Center may be subject to an injunction prohibiting the activity which constitutes a violation of this Section and/or other equitable relief. Nothing in this Section shall affect any of ASH Fitness' other rights under this Agreement, at law or in equity. Nothing in this Section shall prohibit Fitness Center from maintaining a direct relationship with Member that is no longer enrolled in a program with ASH Fitness or its affiliates due to Member dis-enrollment or termination of this Agreement.

**3.08 Election to Participate in all Product Offerings.** Fitness Center may elect to participate in any program specified in Attachment A through Attachment F and Attachment H and indicates in Article 28 which programs it wishes to participate in. Fitness Center is not obligated to participate in all programs but must participate in at least one program at all times while this Agreement is in effect. Where there is no clear indication of participation, ASH Fitness will deem Fitness Center as participating in all programs. Any time after the Effective Date of the Agreement Fitness Center may choose to expand the programs it participates in. However, after the Effective Date Fitness Center may only terminate participation in a specific program, pursuant to Article 6.

**3.09 Provision of Member Services.** Fitness Center responsibilities for the provision of Member Services are outlined in this Section 3.09.

**3.09.1 Standard Fitness Center Membership.** Fitness Center shall provide Members with a Standard Fitness Center Membership and any other services as required by the applicable program attachments. ~~The Standard Fitness Center Membership shall include, at no cost to the Member, an orientation session to familiarize Members with the Fitness Center and its equipment.~~

**3.09.2 Conversion of Pre-Established Membership.** Fitness Center agrees to assist any Member that has a previously established membership with Fitness Center and the Member becomes eligible for a program under this Agreement. Fitness Center will freeze the Member's previously established Fitness Center membership, or terminate the membership without any penalty to the member and accept the Program Compensation rate as payment in full for the Standard Fitness Center Membership on behalf of the Member while they are eligible for ASH Program Services. Where a Member is no longer eligible for ASH Program Services and the membership was frozen, Fitness Center shall re-activate the Member's frozen membership subject to the original terms and conditions of the previously established membership. Fitness Center shall not charge Member any activation fees or penalties for the re-activation and such membership shall be reinstated for the period of time that was remaining on the membership at the time it was frozen.

**3.09.3 Fitness Center Fitness Advisor.** Fitness Center agrees to support Services by training one or more Fitness Center employee(s) as a Fitness Center Advisor available to Members during normal business hours to support Member questions and enrollment into the applicable Services as described in this Agreement and its Attachments.

**3.09.4 Offering of non-Covered Services and Notification to Members of Financial Responsibility for Member Payments for Non-Covered Services.** Fitness Center may upgrade or sell Members additional products or services not covered under this Agreement or any applicable program attachment but only if Fitness Center informs Members in advance and in writing that such products and services are Non-Covered Services, are the Member's financial responsibility, and are completely voluntary on the part of the Member. Fitness Center shall collect appropriate Member Payments as that term is defined in Section 1.12, at the time of service and shall bill Members according to the procedures described in the Program Manual. Where a Member upgrades their Standard Fitness Center Membership, Fitness Center agrees that the upgraded membership will be equal to or less than the pricing offered to the general public ("Upgraded Membership Price") and the cost to the Member shall be the Upgraded Membership Price minus the Fitness Center's standard fee for a basic membership (this is not the Program Compensation Rate but the standard fee charged

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Commented [B53]: Do you have memberships?

Commented [SD4R3]: We do not. This is mainly for community centers with orientations to attract people to be more familiar with the equipment. We did this at my last two community centers.

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by the Fitness Center). Fitness Center agrees to refund any amounts paid by a Member that the Fitness Center collects in a manner not consistent with this Section.

**3.09.5 Member Billing.** Nothing in this Agreement shall preclude Fitness Center from charging Member for Services rendered, where Member is determined to not be eligible, including retroactive determinations, for a program under this Agreement and where Fitness Center complied with Section 3.10. Any such charges shall be consistent with Fitness Center's lowest standard membership dues. In addition, as Section 3.09.4 details, Fitness Center may charge a Member for Non-Covered Services where Member has been informed, in writing, prior to the provision of the Non-Covered Services.

**3.09.6 Non Discrimination.** Fitness Center shall not illegally discriminate against Member for any reason, including but not limited to race, ethnicity, national origin, religion, gender, age, mental or physical disability, health status, payment experience, medical history, genetic information, gender identity, veteran status, evidence of insurability or geographic location within the service area or source or amount of compensation. Fitness Center shall offer Services to a Member covered by ASH Fitness or one of its affiliates in the same manner, in accordance with the same standards, and within the same time availability as services offered to members who are not covered by ASH Fitness or its affiliates.

**3.10 Verification of Member Eligibility and Services.** Unless otherwise specified in a program attachment, Fitness Center shall verify Member Eligibility and applicable Services with ASH Fitness at the time of a Member's first attempt to utilize Fitness Center Participating Location within a Benefit Year. Fitness Center shall verify that Member's health plan is on the ASH Client list as participating in the applicable program as well as verify Member Eligibility in the applicable Services by requesting Member to show their current fitness card/welcome letter if applicable, and by verifying the Member's eligibility with ASH Fitness. Fitness Center may contact ASH Fitness via ASHLink or call customer service to verify eligibility. Member's current fitness card/welcome letter is not a guarantee of current eligibility and Fitness Center must verify the Member's eligibility with ASH Fitness upon the Member's first visit to the Fitness Center Participating Location.

**3.11 Verification and Collection of Annual Member Fees (If Applicable).** If a Member's benefit plan includes an Annual Member Fee (see Attachment G), at the time of a Member's first attempt to utilize a Fitness Center Participating Location within a Benefit Year, Fitness Center shall verify with ASH Fitness whether Member has paid the required Annual Member Fee for the current Benefit Year. If the Member has not done so, then Fitness Center shall collect the Annual Member Fee from the Member and retain that amount pending submission of billing reports including the Member. Such amounts will be deducted from Program Compensation until the Annual Member Fee has been fully credited. Fitness Center shall only collect Annual Member Fees, if required under a Member's benefit plan, once at the Member's initial visit within the Benefit Year and only after verifying with ASH Fitness that the Member still owes the fee for the current Benefit Year. Members will be listed on the Member Renewal Report within thirty (30) days of a member's Benefit Year expiring. If a Member is on the Member Renewal Report, Fitness Center shall collect the applicable Annual Member Fee upon the Member's first visit of the Member's new Benefit Year. Members will remain on the Member Renewal Report for sixty (60) days.

**3.12 Program Compensation.** Fitness Center shall accept Program Compensation Rates, as specified in Attachment L as payment in full for the Services provided pursuant to this Agreement. Except for any applicable Annual Member Fees a Member must pay for Services, Fitness Center shall not charge the Member an initiation fee, enrollment fees, processing fee, monthly membership fees and/or any other administrative fees for the Standard Fitness Center Membership. Fitness Center shall be responsible for any and all sales, use or other taxes which may be imposed on the compensation paid to Fitness Center by ASH Fitness or any fees, including the Annual Member Fee collected from a Member.

**3.13 Billing Report Submission.** Unless otherwise specified in a program attachment, Fitness Center will submit a billing report each month and shall provide supporting information to ASH Fitness that identifies each Visit at a Fitness Center Participating Location, the Member name, Member's Fitness Identification number program abbreviation, Member month and day of birth, and the dates of the Visit. Such information should



be submitted electronically via ASHLink or email. Any reports not received via ASHLink or emailed with the required format will not be accepted for payment. ASH Fitness will reject any reports that are not submitted in the required format and/or do not include the required fields listed in this section.

Billing reports received over ninety (90) days after the date of service will not be approved for payment due to late submission. Fitness Center shall waive all charges against Member, ASH Fitness and/or ASH Client related to a billing report received by ASH Fitness more than ninety (90) days after the date of service.

- 3.14 Reimbursement Adjustments.** ASH Fitness may be required to make an adjustment to a reimbursement previously paid by ASH Fitness in order to correct an over or under payment as a result of (1) corrected information received by ASH Fitness, or (2) incorrect determination of benefit or (3) an incorrect calculation of payment amounts. The process for any reimbursement adjustment shall be set forth in the Program Manual.
- 3.15 Fitness Center's Participating Locations.** Where Fitness Center has more than one location operating under the terms of this Agreement, Fitness Center shall have additional obligations, including but not limited to: Agreement notification, informing participating locations, and members' use of multiple locations. These additional obligations shall be described in the Program Manual. Fitness Center shall require each Fitness Center Participating Location to comply with the requirements of this Agreement and any applicable state or federal law or regulations, including but not limited to, the federal False Claims Act (31 U.S.C. §§ 3729–3733). Any incidents of non-compliance should be reported immediately to ASH Fitness upon discovery.
- 3.16 Liability Insurance Limits.** Fitness Center shall maintain professional liability insurance, comprehensive general liability insurance and/or any other insurance policies, including but not limited to Workers' Compensation, in accordance with ASH Fitness' liability insurance requirements in this Agreement. Fitness Center shall notify ASH Fitness within five (5) days of any material change to any or all insurance policies, which shall include, but not be limited to, a reduction in a policy amount or cancellation or non-renewal of a policy. This insurance requirement will be required for each of the Fitness Center Participating Locations. Fitness Center shall maintain general and/or professional liability insurance in the amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate per year for each Fitness Center Participating Location. Fitness Center will name ASH Fitness as an additional insured on its general and/or professional liability insurance policies.
- 3.17 Fitness Center Removal from Provision of Program Services to Members by ASH Clients.** Fitness Center acknowledges that an ASH Client may, in its sole discretion, request ASH Fitness to remove or restrict Fitness Center from providing Member Services to ASH Client's.

**Commented [B55]:** Confirm with carrier that you meet this requirement, particularly as to professional liability insurance.

**Commented [SD6R5]:** Will do.

**Deleted:** Members and if necessary impose sanctions on Fitness Center

#### ARTICLE 4 CORRECTIVE ACTION PLANS

**Corrective Action Plans.** ASH Fitness shall have the ability to evaluate Fitness Center's participation and performance in accordance with the terms of this Agreement and fitness industry business practices. If ASH Fitness finds that Fitness Center is not performing in accordance with the terms of this agreement, ASH Fitness may issue a Corrective Action Plan (CAP) to Fitness Center. ASH Fitness will deliver all CAPs in writing to Fitness Center. Fitness Center agrees to comply with ASH Fitness' CAPs within the timelines specified and to respond to the CAP in writing or as otherwise requested. Fitness Center may submit information to ASH Fitness in response to the CAP which explains Fitness Center's position including, but not limited to, any information demonstrating that Fitness Center is in compliance with the Agreement or Program Manual. Fitness Center acknowledges that a frequent or repeated lack of compliance with a program requirement may be considered a pattern of performance that is unacceptable to ASH Fitness and may consider this a material breach of the Agreement giving rise to the right to terminate the Agreement for cause pursuant to Section 6.02.

#### ARTICLE 5 TERM.

The initial term of this Agreement shall be from the Effective Date specified in Article 28 of this Agreement through and including December 31<sup>st</sup> of the current year subject to the termination provisions set forth in Article 6. After the initial term, this Agreement shall automatically renew for one (1) year on each successive January 1<sup>st</sup>, unless a) either Party provides the other Party with written notice at least one hundred twenty (120) days prior to the renewal date of

its intention not to renew this Agreement, or b) prior to such renewal, the Agreement is terminated pursuant to Article 6.

#### ARTICLE 6 TERMINATION.

**6.01 Termination of This Agreement with Cause with Notice.** Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement with cause for the other Party's breach of any material term, covenant or condition and subsequent failure to cure such breach. The Party asserting cause for termination of this Agreement ("Terminating Party") shall provide written notice of termination to the other Party ("Receiving Party"). The notice of termination shall specify the breach or deficiency underlying the cause for termination. Receiving Party shall have thirty (30) calendar days from the receipt of such notice to cure the breach or deficiency to the satisfaction of the Terminating Party. If Receiving Party fails to cure the breach or deficiency, this Agreement shall terminate upon written notice from the Terminating Party. The termination date shall be the date the Receiving Party receives such notice or such other date as may be specified in the notice.

**6.02 ASH Fitness Immediate Termination of This Agreement for Cause with Notice.** ASH Fitness may terminate this Agreement, or a Fitness Center Participating Location(s) participation, immediately upon written notice by ASH Fitness to Fitness Center upon any of the following occurrences:

- a) A determination that services rendered to a Member by Fitness Center in conjunction with this Agreement do not meet the recognized fitness industry standards adopted by ASH Fitness and/or potentially place a Member at risk;
- b) Any material misrepresentation, falsification or failure to provide accurate information to ASH Fitness, ASH Client, or a Member by Fitness Center or Fitness Center's staff, agent or representative in connection with this Agreement;
- c) The filing and/or conviction of any criminal charges against Fitness Center's directors, officers, owners or employees;
- d) The termination of any contractual relationship other than this Agreement between Fitness Center and ASH Fitness, or an ASH Fitness' affiliate;
- e) Fitness Center is not participating in at least one program pursuant to this Agreement;
- f) Fitness Center has no Fitness Center Participating Locations; or
- g) Any occurrence or condition which materially impairs the ability of Fitness Center or a Fitness Center Participating Location to perform responsibilities under this Agreement.

**6.03 Fitness Center Program Participation Termination.** Fitness Center may terminate participation in a program by providing at least one hundred twenty (120) days' notice prior to the expiration of the current term. Such termination of participation will be effective on January 1st immediately preceding the notice.

**6.04 Fitness Center Appeal of Termination.** Fitness Center may appeal ASH Fitness' termination for cause by providing a written request to ASH Fitness within thirty (30) days from the date of the termination notice by ASH Fitness. Such appeal rights may occur before and/or after the effective date of termination. If a termination appeal results in a reinstatement, ASH Fitness may provide Fitness Center with a new Effective Date for this Agreement

**6.05 Effect of Termination.** Except as otherwise provided herein, this Agreement shall be of no further force or effect following the date of termination, except that each Party shall remain liable for any obligations or liabilities arising from the activities carried on by it hereunder prior to the date of termination.

**6.06 Survival of Certain Contractual Provisions after Termination.** Notwithstanding any other provision of this Agreement, the following provisions of this Agreement shall survive any termination of this Agreement: Sections 2.02, 2.04, 3.01, 3.07, 3.09.2, 6.05, 6.06, and 6.07, in addition to, Article 7, Article 8, Article 9, Article 10, Article 15, Article 16, Article 18, Article 19, and Article 20.

**6.07 Fitness Center Responsibility during Termination Notice Period.** Where Fitness Center or ASH Fitness provides notice of non-renewal pursuant to Article 5 or termination pursuant to Section 6.01 Fitness Center

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shall continue to provide Services pursuant to this Agreement up to and including the effective date of termination or non-renewal.

- 6.08 **Fitness Center Responsibilities after Termination of Program, Location or Agreement.** Fitness Center understands that materials such as network directories provided to Members by ASH Fitness or ASH Clients may continue to reflect that a location is participating in the ASH Fitness and/or ASH Client's network for some period of time following the termination of a location's participation. Therefore, to avoid Member confusion regarding the location's status with ASH Fitness, regardless of which Party terminates this Agreement or a location's participation, Fitness Center shall inform any Member who seeks Services that the location is no longer contracted with ASH Fitness. If a Member wishes to continue to receive services from Fitness Center the process for continuing their membership is set forth in the Program Manual.

#### ARTICLE 7 HOLD HARMLESS.

To the extent not covered by insurance, Fitness Center shall be solely responsible for and shall hold ASH Fitness free and harmless from any claims, losses, damages, liabilities, costs, expenses, attorneys' fees and costs or obligations arising from or relating to any act or omission of Fitness Center, Fitness Center's agents, partners, associates, employees or representatives in providing or failing to provide Services in conjunction with this Agreement to Members or arising from or relating to any act or responsibility of Fitness Center. To the extent not covered by insurance, ASH Fitness shall be solely responsible for and shall hold Fitness Center free and harmless from any claims, losses, damages, liabilities, costs, expenses, attorneys' fees and costs or obligations arising from or relating to any act or omission of ASH Fitness, its agents, employees or representatives in connection with ASH Fitness' responsibilities under this Agreement.

#### ARTICLE 8 COMMUNICATION OF RELATIONSHIP WITH ASH FITNESS AND ASH CLIENTS.

Fitness Center shall not initiate any written communication, solicitation or advertisement of any type referencing the relationship with ASH Fitness and/or ASH Client without the prior written approval of the communication by ASH Fitness. This includes, but is not limited to, Internet web pages, social networking, newspapers, yellow pages, billboards, mass mailings, telemarketing, location posters or business cards. Only where ASH Fitness reviews and gives prior written approval may Fitness Center display and/or distribute materials to promote programs associated with this Agreement.

#### ARTICLE 9 RECORDS AND DATA COLLECTION.

- 9.01 **Maintenance of Records.** Fitness Center shall maintain and provide ASH Fitness, and upon the request of ASH Clients, U.S. Department of Health and Human Services, U.S. Department of Justice, Office of Inspector General, Center for Medicare and Medicaid Services and/or other federal and state agencies, with all records relating to Services provided to each Member by Fitness Center, in such form and containing such information as is required by applicable federal and state law, and such other information as ASH Fitness, ASH Clients, or other such agencies may require. For Members enrolled in an ASH Client's Medicare Advantage plan, records shall be retained in accordance with Section 8 of Attachment J. For all other Members, such records shall be retained by Fitness Center the greater of seven years or in accordance with applicable state laws.

- 9.02 **Access to Facility and Records.** Fitness Center shall provide access to ASH Fitness, at reasonable times upon request by ASH Fitness ASH Client, and/or regulatory agencies with oversight of ASH Fitness or ASH Client operations, to monitor program compliance and inspect Fitness Center's facilities, equipment, books, papers, and records relating to Fitness Center's performance under this Agreement.

#### 9.03 **Confidential Member Information.**

- 9.03.1 ASH Fitness and its affiliates shall protect access to, and distribution of, information and/or records that are subject to regulatory requirements for protection of member information and privacy including, but not limited to protection for non-public personal health information. Therefore, ASH Fitness and Fitness Center shall abide by all Federal and State laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996, regarding privacy, security

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Commented [BS7]: What types of records will DMPMPD create?

Commented [SD8R7]: We use CivicRec membership software. It is similar to the Dash Software but a lot cheaper. We will setup a specific membership group(s) for each of these passes to keep it separate from our other records and to provide reports more easily.



and disclosure of Member personal information. Fitness Center agrees to maintain records and other information with respect to Members in an accurate and timely manner, to provide timely access by Members to the records and information that pertain to them and to safeguard the privacy of any non-public information that can be used to identify a particular Member. Fitness Center shall limit uses and disclosures of personal information obtained in connection with this Agreement (including any information received from ASH Fitness or through ASHLink) solely for payment and related operational purposes permitted or required by this Agreement or as required by law. Fitness Center shall use such personal information only to the extent minimally necessary to satisfy those obligations. Any other use of personal information obtained in connection with this Agreement is strictly prohibited unless required by law or as otherwise permitted in writing by ASH Fitness. This specifically includes using Member's personal information obtained or created in fulfillment of obligations under this Agreement for marketing and fundraising purposes. Fitness Center shall not directly or indirectly receive remuneration in exchange for any personal information of a Member obtained or created pursuant to fulfillment of obligations under this Agreement.

- 9.03.2 Upon discovering an incident where the personal information of a Member could have been acquired, used or disclosed in a manner not permitted under this Agreement, including situations where such personal information could have been viewed by persons other than Fitness Center employees authorized by the Fitness Center to perform duties under this Agreement, Fitness Center shall immediately, but in no case later than one business day, report the incident to ASH Fitness' Privacy Office. Fitness Center will expediently supply all information reasonably requested by ASH Fitness regarding the investigation of suspected privacy incidents referenced above.
- 9.03.3 Fitness Center shall advise members of its workforce of their obligations to protect and safeguard Members' personal information obtained or created in the fulfillment of Fitness Center's obligations under this Agreement. Fitness Center will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with Social Security Act §1173(d), 45 C.F.R. §164.530(c)(1) and any other implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity and confidentiality of and to prevent non-permitted or violating use or disclosure of Member's personal information.
- 9.03.4 Fitness Center shall notify ASH Fitness Privacy Office immediately of any requests for restrictions on uses and disclosure of personal information by a Member.
- 9.03.5 ASH Fitness is the exclusive owner of information, including personal information, generated or used by Fitness Center for fulfillment of its obligations under the terms of this Agreement.
- 9.03.6 Fitness Center will indemnify and hold harmless ASH Fitness, its officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and costs and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Members' personal information by Fitness Center or any subcontractor, agent, person or entity under Fitness Center's control.
- 9.03.7 Upon termination, cancellation, expiration or other conclusion of the services provided by Fitness Center, Fitness Center will, subject to the requirements of Washington State public records laws and, if feasible, return to ASH Fitness or destroy all Confidential Member Information in whatever form or medium including any electronic medium under Fitness Center's custody or control that Fitness Center created or received for or from ASH Fitness. Fitness Center will complete such return or destruction as promptly as possible, but no later than thirty (30) days after the effective date of the termination, cancellation, expiration or other conclusion of the services provided by Fitness Center. If return or destruction of Confidential Member Information is infeasible, Fitness Center will extend the protections of this Article 9 to such information and limit its further use or disclosure to those purposes that make return or destruction of Confidential Member Information infeasible.
- 9.03.8 Notices to the ASH Fitness Privacy Office may be sent by overnight mail, first class mail, fax, email or hand delivery to:

**Commented [BS9]:** These laws apply to patient health care information. Is there any potential that DPMPD would create or retain health care information specific to the ASH Fitness members?

**Commented [SD10R9]:** Only if we setup a therapy program, which we would probably use a third party provide (physical therapy clinic) to provide these services.

**Commented [BS11]:** Depending on answers to above questions regarding nature of records we retain, this could create a need for new policies and potential

**Commented [SD12R11]:** See comment above on system...CivicRec

**Commented [BS13]:** Under Chapter 42.56 RCW, DPMPD is considered the owner of records it maintains in the operation of its business. This provision conflicts with that statute so needs to be deleted or modified to reflect that DPMPD does have an ownership interest in the records.

American Specialty Health Fitness, Inc.  
Attn: Privacy Officer  
10221 Wateridge Circle  
San Diego, CA 92121  
E-mail: HIPAA@ashn.com  
Tel: (800) 848-3555  
Fax: (858) 237-3839

#### ARTICLE 10 PROPRIETARY INFORMATION.

All information, documents, software and other materials of any sort furnished to Fitness Center by ASH Fitness including, without limitation, this Agreement and any rates included in this Agreement, the Program Manual, any Client Lists, and any copyrighted or trademarked materials, shall be the property of ASH Fitness and shall be treated as confidential. Such proprietary information shall not be disclosed to anyone who does not have a need to know such information and is only to be used by Fitness Center in connection with the performance of Fitness Center's obligations under this Agreement and only in the manner provided for in this Agreement. Fitness Center shall not disclose or use any proprietary information or trade secrets for Fitness Center's own benefit during the term of this Agreement or after termination of this Agreement, except as authorized in writing by ASH Fitness. Fitness Center shall have no ownership rights in said proprietary information including, but not limited to, copying, use or distribution of said proprietary information. If Fitness Center receives a request under chapter 42.56 RCW to inspect or copy ASH Fitness Proprietary Information, Fitness Center's sole obligation shall be to notify ASH Fitness of the request and the date that such Proprietary information will be released. ASH Fitness shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540. Fitness Center shall not be liable to ASH Fitness for releasing any Confidential Information in compliance with this provision.

Upon termination of this Agreement, Fitness Center shall return to ASH Fitness all proprietary information in Fitness Center's possession, if requested, and in a manner to be specified by ASH Fitness. Fitness Center shall cooperate with ASH Fitness in maintaining the confidentiality of such proprietary information at all times during and after termination of this Agreement.

Fitness Center acknowledges that, subject to the preceding paragraphs in this Article, a breach of the terms and conditions of this Article shall cause immediate and irreparable harm to ASH Fitness, and as such, ASH Fitness shall be entitled to seek any monetary and equitable relief allowed by law. Notwithstanding the foregoing, in the event a breach of confidentiality involves any rates set forth in this Agreement, ASH Fitness may, in its discretion, immediately reduce the compensation rates paid to Fitness Center.

#### ARTICLE 11 TRADEMARKS

**11.01 Use of Names and Marks.** This Agreement does not grant Fitness Center a license or sublicense, except as provided in this Article 11, to use the names, trademarks, service marks, corporate names, trade names, domain names, or logos owned by ASH Fitness or its parent company American Specialty Health Incorporated ("ASH Marks"). During the term of this Agreement Fitness Center may use ASH Fitness' name or ASH Marks solely in connection with identifying the relationship as contemplated in this Agreement or as specified in Section 11.02 below. Any other use of ASH Marks is subject to the prior review and written approval of ASH Fitness.

**11.02 Identification of Marks and Form of Use.** Subject to the terms of this section, ASH Fitness grants Fitness Center a non-exclusive, non-transferable, royalty-free license to use the trademarks Silver&Fit®, Silver&Fit Signature Series Classes®, Active&Fit®, FitnessCoach™ and/or ExerciseRewards™ on its web sites and print media for the promotion of Fitness Center's participation in the applicable programs for which Fitness Center is a Contracted Facility<sup>1</sup>. Fitness Center shall be allowed to use the ASH Marks as described above, as long as such use complies with this Article and the "Guidelines for Trademark Use by Third Parties"

<sup>1</sup> Silver&Fit, Silver&Fit Signature Series Classes, Active&Fit, FitnessCoach and ASHLink are registered trademarks of American Specialty Health, Incorporated. All rights are hereby reserved.

issued by ASH Fitness from time to time, a current version of which is attached hereto as Attachment K. In addition, Fitness Center shall mark the ASH Marks with the symbol "™" or "®" as appropriate, and include the following trademark attribution in reasonably close proximity to the first use of the ASH Marks in any document or on a screen display, or in a location to which users are directed for statements concerning the Fitness Center's ownership of intellectual property rights.

"[Silver&Fit®, Silver&Fit Signature Series Classes®, Active&Fit® and/or ExerciseRewards™] are trademarks of American Specialty Health Incorporated and are licensed by Fitness Center for use herein."

Fitness Center shall not alter the ASH Marks in any way, including but not limited to, skewing, changing the color, rotating, separating logo elements or changing the typeface.

**11.03 Approval for Use of Marks.** Approval in Section 11.02 above shall be deemed automatically withdrawn upon the effective date of expiration or termination of this Agreement, unless sooner withdrawn by written notice from ASH Fitness.

**11.04 Injunctive Relief.** The Parties agree that a breach of the terms and conditions of this Article shall cause immediate and irreparable harm. Therefore, in addition to any other rights or remedies available at law or in equity, ASH Fitness is entitled to seek injunctive relief to restrain or enjoin the breach, without any requirement of bond or security.

#### **ARTICLE 12 ASSIGNMENT AND CHANGE OF OWNERSHIP.**

ASH Fitness may, in its discretion, assign all or a portion of its rights or responsibilities under this Agreement to any party at any time without approval of Fitness Center. All provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon the Parties hereto and their respective successors and assignees and shall inure to the benefit, and be enforceable by the Parties hereto and their respective legal representatives, successors and assignees.

#### **ARTICLE 13 SUBCONTRACTS**

Fitness Center shall not subcontract any of its obligations under this Agreement to any third party without the prior written approval of ASH Fitness, which may be withheld or withdrawn in its sole discretion. Where ASH Fitness allows Fitness Center to subcontract any of its obligations to another party, Fitness Center shall remain ultimately responsible to ASH Fitness for the Services performed hereunder.

#### **ARTICLE 14 FORCE MAJEURE/NON-APPROPRIATION.**

**14.01** In the event that Fitness Center's operations are substantially interrupted by acts of war, fire, insurrection, labor disputes, riots, earthquakes or any other acts of nature, Fitness Center shall be relieved of Fitness Center's obligations as to those affected operations for the duration of such interruption. In the event that Fitness Center's ability to render Services is substantially interrupted because of an event described above, ASH Fitness shall have the right to terminate this Agreement in accordance with Article 6 of this Agreement. Such notice of termination may be withdrawn if ASH Fitness determines that Services can be performed despite the event or because the interruption has ended.

**14.02** If sufficient funds are not appropriated or allocated, by the Board of Commissioners of Fitness Center for providing the Services that Fitness Center has agreed to provide under this Agreement for any fiscal period, the Fitness Center will so notify ASH Fitness and shall not be obligated to provide the Services. No penalty or expense shall accrue to Fitness Center in the event sufficient funds are not appropriated for the equipment.

Formatted: Section

#### **ARTICLE 15 INDEPENDENT CONTRACTORS.**

**15.01** None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties, other than that of independent parties contracting solely for the purpose of effectuating this Agreement.

**15.02** Fitness Center shall be responsible solely to eligible Members for Services. Fitness Center is an independent contractor and ASH Fitness shall have no dominion or control over Fitness Center, Fitness Center-Member relationship, Fitness Center's personnel or Fitness Center's services. Fitness Center and Fitness Center's employees and agents shall not have any claim, under this Agreement or otherwise, against ASH Fitness for vacation pay, sick leave or retirement or other benefits of any kind. During the term of this Agreement or any renewals hereof, Fitness Center shall be fully responsible and liable for all state and federal income taxes or other taxes to which payments made by ASH Fitness to Fitness Center may become subject. Fitness Center is responsible to maintain all necessary insurance policies, such as workers' compensation, errors and omissions, and general business liability insurance in amounts necessary to provide adequate coverage for all liabilities and in accordance with Section 3.16 of this Agreement. Where Fitness Center has independent contractors, Fitness Center will require its independent contractors to carry the required insurance amounts specified in Section 3.16 if not covered under Fitness Center's insurance.

#### **ARTICLE 16 GOVERNING LAW.**

This Agreement shall be interpreted and governed by the laws of the State in which the Fitness Center is located, except to the extent that law is contrary to or preempted by federal law. Any provisions required to be in this Agreement by any law shall bind the Parties hereto, whether or not expressly provided in this Agreement.

#### **ARTICLE 17 SEVERABILITY.**

In the event any provision of this Agreement is rendered invalid or unenforceable by state or federal law or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect unless otherwise specified in this Agreement. In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void as provided herein, and its removal has the effect of materially altering the obligations of either Party in such manner as, in the judgment of the Party affected, will cause serious financial hardship to such Party or will cause such Party to act in violation of its corporate articles or bylaws, the Party so affected shall have the right to terminate this Agreement by providing the other Party with at least fifteen (15) days prior written notice.

#### **ARTICLE 18 DISPUTES BETWEEN FITNESS CENTER AND MEMBERS.**

Where ASH Fitness and/or an ASH Client determine that a dispute between Fitness Center and Member is subject to the provisions of this Agreement and ASH Fitness and/or ASH Client's appeals and grievance processes, policies, procedures and standards, Fitness Center agrees to assist ASH Fitness and provide any information necessary, at no cost to ASH Fitness, for ASH Fitness to review and evaluate a Member grievance or appeal presented for resolution. ASH Fitness' grievance and appeal process is described in the Program Manual. This section does not preclude Fitness Center and Member from seeking any appropriate legal action to resolve any controversy, dispute or claim which is not governed by the terms of this Agreement.

#### **ARTICLE 19 DISPUTES BETWEEN FITNESS CENTER AND ASH FITNESS.**

In the event of any dispute between Fitness Center and ASH Fitness (or their respective affiliates, owners, employees, agents, predecessors, or successors) arising out of or relating to this Agreement, Fitness Center and ASH Fitness shall first attempt in good faith to resolve the dispute mutually between themselves. If Fitness Center and ASH Fitness are unable to resolve the dispute by mutual agreement then all matters in controversy shall be submitted, upon the motion of either party, to binding arbitration pursuant to the requirements of the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA. The arbitrator shall be bound by applicable state and federal law, subject to Article 16, and shall issue a written opinion setting forth findings of fact and conclusions of law. Fitness Center and ASH Fitness agree to share equally the AAA administrative fee as well as the arbitrator's fees and expenses, if any, unless otherwise assessed by the arbitrator. The administrative fees shall be advanced by the initiating Party, subject to final apportionment by the arbitrator. In addition, except as provided below, in any arbitration commenced by the Fitness Center, if the amount of the Fitness Center's claims is less than \$10,000, the Fitness Center's share of the AAA administrative fees and the arbitrator's fees and expenses shall be capped at \$25. And if the amount of the Fitness Center's claims is between \$10,000 and \$50,000, the Fitness Center's share of the AAA administrative fees and the arbitrator's fees and expenses shall be capped at \$500. However, if the arbitrator concludes that the Fitness Center's claims are frivolous or brought

for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then all such fees and expenses shall be allocated by the arbitrator in accordance with the AAA Commercial Arbitration Rules, and Fitness Center agrees to reimburse ASH Fitness for any monies paid on Fitness Center's behalf that would be Fitness Center's responsibility under those rules.

Fitness Center and ASH Fitness agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing to have an award enforced may be recovered by the Party which brings such action.

Any arbitration proceedings shall occur in the state in which Fitness Center is providing Services to Members pursuant to this Agreement.

Unless forbidden by applicable law, Fitness Center and ASH Fitness agree that if they become involved in a claim or dispute under the arbitration process outlined herein, neither Party will disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the claim; (ii) the content of any testimony or other evidence presented at the arbitration hearing or obtained through discovery; or (iii) the terms or amount of any agreement reached pursuant to arbitration.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim without affecting other contracted Fitness Facilities. THE CONTRACTED FITNESS CENTER AND ASH FITNESS AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all parties agree otherwise, the arbitrator may not consolidate more than one contracted Fitness Center's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

#### **ARTICLE 20 DISPUTES BETWEEN FITNESS CENTER AND ASH CLIENT.**

In the event of any dispute between Fitness Center and an ASH Client (or their respective affiliates, owners, employees, agents, predecessors, or successors) arising out of or relating to this Agreement, at the request of ASH Fitness, Fitness Center shall first attempt in good faith to resolve the dispute mutually with the ASH Client through ASH Fitness, including but not limited to, utilizing all available levels of ASH Fitness' grievance and appeals processes, unless otherwise prohibited by state law. Fitness Center may seek ASH Fitness' assistance with regard to any dispute by contacting ASH Fitness in writing or by telephone at the address and telephone referenced in Article 21.

#### **ARTICLE 21 NOTICES.**

Any notice required or permitted to be given under this Agreement to ASH Fitness or Fitness Center, shall be in writing and shall be (a) delivered by electronic means (i.e. ASHLink, sent via an unalterable email document (such as PDF), or facsimile with confirmation), (b) delivered in person, (c) sent by certified, registered mail, or "overnight express" by the United States Postal Service with return receipt requested and postage prepaid, or (d) sent "express mail," "two day delivery," "3-5 day ground" or any similar service offered by private, prepaid courier such as Federal Express, United Parcel Service or any similar organization. ASH Fitness shall send all notices to Fitness Center's ASHLink account, email, facsimile number or mailing address on file with ASH Fitness. Fitness Center shall provide at least thirty (30) day notice to any change in its email, facsimile number or mailing address to ASH Fitness via ASHLink, or to the email, or address provided below.

##### **NOTICES TO ASH FITNESS:**

American Specialty Health Fitness, Inc.  
P.O. Box 509117  
San Diego, CA 92150-9117

For specific email addresses, call ASH Fitness at (877) 329-2746. The appropriate email address will be provided depending on the nature of the Notice.

Notice shall be effective on the earlier of the date received or the date deemed received.

- Notices given by electronic means (i.e. ASHLink, sent via an inalterable email document (such as PDF), or facsimile with confirmation) shall be deemed received one (1) business day after being sent.
- Notices delivered personally shall be deemed received upon actual receipt.
- Notices given by certified or registered mail shall be deemed received two (2) United States Postal Service business days after the date mailed.
- Notices given by "3-5 day ground" will be deemed received five (5) business days after the date delivered to the United States Postal Service, Federal Express, United Parcel Service or any similar organization.
- Notices sent for delivery by any other means specified in this first paragraph of this Article shall be deemed received two (2) business days after delivery to the United States Postal Service, Federal Express, United Parcel Service or any similar organization.

#### **ARTICLE 22 ATTORNEYS' FEES; COSTS.**

In the event that either Party brings legal action relating to this Agreement, including an arbitration or court action brought pursuant to Article 18, Article 19 or Article 20 herein, the prevailing Party shall be entitled to payment by the other of all reasonable attorneys' fees, costs and expenses incurred in such action.

#### **ARTICLE 23 CAPTIONS.**

Captions in this Agreement are descriptive only and shall not affect the intent or interpretation of this Agreement.

#### **ARTICLE 24 NO THIRD PARTY BENEFICIARIES.**

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall create or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a Fitness Center other than Fitness Center, subject only to Article 26.

#### **ARTICLE 25 AMENDMENTS.**

Any amendments to this Agreement, including but not limited to revised or newly issued attachments, ASH Client Lists or revisions to the Program Manual shall be issued by ASH Fitness and shall be automatically effective and incorporated into this Agreement on the date received or deemed received pursuant to Article 21 of this Agreement, unless otherwise specified in such notice or required by applicable state law.

#### **ARTICLE 26 INSOLVENCY OF ASH FITNESS; PROTECTION OF INTERESTS OF FITNESS CENTER, MEMBERS, AND ASH CLIENTS.**

ASH Fitness and Fitness Center each expressly agrees to the inclusion of this Article in this Agreement to provide a means to protect the interests of Fitness Center, Members, and ASH Clients in the event of the insolvency of ASH Fitness. This Article shall apply only in the event of the insolvency of ASH Fitness and only if, as a result of the insolvency, ASH Fitness is unable to discharge its duties under this Agreement. This Article shall not apply in any other circumstances.

For purposes of this Article, the insolvency of ASH Fitness means the filing of a voluntary petition by ASH Fitness, or the filing of an involuntary petition by ASH Fitness' creditors, under Chapter 7 of the Bankruptcy Code (Liquidation), and the date of the insolvency shall be the date on which any such petition is filed. The insolvency of ASH Fitness shall not include the filing of a voluntary petition by ASH Fitness, or the filing of an involuntary petition by ASH Fitness' creditors, under Chapter 11 of the Bankruptcy Code (Reorganization). Notwithstanding anything in this Article, this Article shall not apply to the extent its application would violate any provision of the Bankruptcy Code or any other applicable federal or state statute or regulation, any automatic or other stay issued pursuant to the



Bankruptcy Code, any order issued by the court with jurisdiction over the bankruptcy proceeding, or any other court order.

If, within sixty (60) days after the date of the insolvency of ASH Fitness, an ASH Client provides written notice to Fitness Center stating that, with regard to any Member who is a beneficiary, employee, member, or insured of that ASH Client, (a) ASH Client shall pay Fitness Center, in accordance with the provisions of this Agreement, for any billing reports submitted for Services rendered by Fitness Center to any such Member on or after the date of the insolvency, to the extent ASH Fitness has not paid such reimbursements, and (b) ASH Client otherwise shall use its best efforts to discharge the duties of ASH Fitness under this Agreement, or to cause ASH Fitness to discharge those duties, with regard to any such Member, then Fitness Center shall continue to be available to render Services to those Members and shall continue to render Services to those Members in accordance with the provisions of this Agreement for up to six (6) months after the date of the insolvency, as specified by ASH Client.

To the extent this Article grants any rights to any ASH Client, Fitness Center hereby expressly agrees and acknowledges that ASH Client is a third-party beneficiary of the provisions of this Article and shall have all rights granted under law by a third-party beneficiary to enforce the provisions of this Article.

#### **ARTICLE 27 ENTIRE AGREEMENT.**

This Agreement includes all attachments, the Program Manual, and all amendments thereto. Each Party acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any Party or anyone acting on behalf of any Party, which is not embodied herein. In the event of an inconsistency between this Agreement and any ASH Client Summary or this Agreement and attachments, the ASH Client List or attachments, respectively, shall control the rights and duties of the Parties. In the event of any inconsistency between the Program Manual and this Agreement, this Agreement, together with any attachments, exhibits and amendments, including any current ASH Client List, shall control the rights and duties of the Parties.

**ARTICLE 28** EFFECTIVE DATE OF AGREEMENT.

ASH Fitness will provide Fitness Center with notice of the Effective Date after Fitness Center returns one original copy of this Agreement to ASH Fitness, and all pre-contractual requirements are fulfilled based upon a determination by ASH Fitness. Fitness Center agrees to be bound by this Agreement as of the Effective Date as determined by ASH Fitness and indicated immediately below.

The Effective Date of this Agreement is \_\_\_\_\_  
[To be completed by ASH Fitness Only]

Fitness Center agrees to participate in the following attachments, as indicated with a check in the attachment(s) box:

- ☐ Attachment A: Silver&Fit Basic Attachment
- ☐ Attachment B: Silver&Fit Full Attachment<sup>2</sup>
- ☐ Attachment C: FitnessCoach Attachment<sup>2</sup>
- ☐ Attachment D: Active&Fit Attachment
- ☐ Attachment F: ExerciseRewards Network Attachment<sup>3</sup>
- ☐ Attachment H: Personal Trainer Attachment

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

FITNESS CENTER  
(type or print clearly)

AMERICAN SPECIALTY HEALTH FITNESS, INC.  
(To be filled out by ASH Fitness only)

\_\_\_\_\_  
Fitness Center Legal Name

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
d/b/a (if applicable)

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

Mailing Address:  
American Specialty Health Fitness, Inc.  
P.O. Box 509117  
San Diego, CA 92150-9001

Mailing Address:

Office Address:  
American Specialty Health Fitness, Inc.  
10221 Wateridge Circle  
San Diego, CA 92121

\_\_\_\_\_  
Office Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

<sup>2</sup> If Attachment B or Attachment C has been selected, Exhibit 1 to the attachment must be completed.



AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT

ATTACHMENT A - SILVER&FIT® BASIC ATTACHMENT

**1.0** DEFINITIONS.

For purposes of this attachment and in addition to the terms defined in the Agreement, the following terms shall have the meanings indicated:

- 1.01** Silver&Fit Program. The Silver&Fit Program is an exercise and healthy aging program offered to Members that are health plan enrollees eligible for Medicare coverage or are group retirees.
- 1.02** Silver&Fit Basic Fitness Center. As a Silver&Fit Basic Fitness Center shall provide Members the Standard Fitness Center Membership as set forth in Section 3.09.1 of the Agreement.

**2.0** FITNESS CENTER OBLIGATIONS

In addition to the obligations in Article 3 of the Agreement, Fitness Center shall have the following obligations for this program:

- 2.01** Free Trial Obligation. Fitness Center shall offer and honor a one-time free trial (guest pass) for each Member to try out the fitness center prior to joining if the member requests one.
- 2.02** Fitness Center Listing Information. Fitness Center must maintain current and accurate listing information with ASH Fitness. Fitness Center shall notify ASH Fitness with a change to listing information in accordance with Section 3.06 of the Agreement.

**3.0** PROGRAM COMPENSATION.

Fitness Center hereby agrees to participate in the Silver&Fit Program as a Silver&Fit Basic Facility, subject to the compensation schedule listed in Attachment L. The number of visits compensated in a month shall not limit the number of visits a Member may make to Fitness Center in a month. Members must have unlimited access and their visits may exceed the visits compensated per month as specified in Attachment L. A Member may make multiple visits to Fitness Center over the course of one day, however, Fitness Center is only entitled to receive compensation for one (1) of those visits. Silver&Fit services will be compensated by ASH Fitness up to the maximum number of sessions and the maximum amount specified in Attachment L less any applicable Annual Member Fee as specified in Attachment G that was paid to Fitness Center by a Member. An Annual Member Fee, if applicable, shall be paid to Fitness Center upon the Member's first visit to a Fitness Center each Benefit Year.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CLUB SERVICES AGREEMENT**

**ATTACHMENT B – SILVER&FIT® FULL ATTACHMENT**

**1.0 DEFINITIONS.**

For purposes of this attachment and in addition to the terms defined in the Agreement, the following terms shall have the meanings indicated:

**1.01 Designated Silver&Fit Exercise Classes.** Designated Silver&Fit Exercise Classes are older adult oriented exercise classes that Fitness Center agrees to allow ASH Fitness to approve as a Silver&Fit exercise class in its directory for ASH Clients and Members. The Fitness Center may choose to offer one or more classes from the following categories:

- Silver&Fit Signature Series Classes® (these classes as designed by ASH Fitness and are available to Fitness Center to offer as a Designated Silver&Fit Exercise Class. Any equipment required for these classes may either be provided by Fitness Center itself or to Fitness Center by ASH Fitness for an additional fee.)
- Senior Dance
- Senior Yoga
- Strength/Cardio Training for older adults
- Tai Chi
- Aqua
- Fall Prevention

Fitness Center shall elect how many classes it wishes to designate as a Silver&Fit Exercise Class each week in the Fitness Center Election Section of this Attachment, attached hereto as Exhibit 1. Fitness Center may not designate an older adult exercise class sponsored by or provided by any organization which is a competitor of ASH Fitness.

**1.02 Silver&Fit Program.** The Silver&Fit Program is an exercise and healthy aging program offered to Members that are health plan enrollees eligible for Medicare coverage or are group retirees.

**1.03 Silver&Fit Full Fitness Center.** As a Silver&Fit Full Fitness Center, Fitness Center shall provide Members with a Standard Fitness Center Membership as set forth in Section 3.09.1 of the Agreement, Designated Silver&Fit Exercise Classes and/or Quarterly Social Activities.

**1.04 Quarterly Social Activities.** Quarterly Social Activities are quarterly events sponsored by Fitness Center. Examples of these social events may consist of, but is not limited to, bagels and coffee, off-site walking clubs, and potlucks. Such events may be coordinated with Fitness Center by a Silver&Fit Program Manager.

**2.0 FITNESS CENTER OBLIGATIONS.**

In addition to the obligations in Article 3 of the Agreement, Fitness Center shall have the following obligations for this program:

**2.01 Silver&Fit Full Fitness Center Levels**

- **Level 1 Silver&Fit Full Fitness Center.** A level 1 Silver&Fit Full Fitness Center shall provide Members with a Standard Fitness Center Membership and at least two (2) Designated Silver&Fit Exercise Classes each week (may be the same class twice per week).

Fitness Center shall also offer as part of this level, Quarterly Social Activities at the facility for Members.

- **Level 2 Silver&Fit Full Fitness Center.** A level 2 Silver&Fit Full Fitness Center shall provide Members with a Standard Fitness Center Membership and at least one (1) Designated Silver&Fit Exercise Class each week.
- 2.02 Designated Silver&Fit Exercise Classes.** Fitness Center agrees that it shall have at least one (1) instructor who has obtained proper credentials (e.g. certifications, teaching licenses, certificates of completion) to teach the particular Designated Silver&Fit Exercise Class. Fitness Center shall arrange for any required payment for the exercise programs or training classes required, either by (a) Fitness Center on behalf of the instructor or (b) the instructor directly.
- 2.03 Free Trial Obligation.** Fitness Center shall offer and honor a one-time free trial (guest pass) for each Member to try out the fitness center prior to joining if the member requests one.
- 2.04 Silver&Fit Exercise Classes Health and Safety Guidelines.** Fitness Center shall comply with ASH Fitness' Health & Safety Guidelines for Designated Silver&Fit Exercise Classes. These guidelines are in addition to the Health and Safety Guidelines in Attachment I of this Agreement and shall be distributed to Fitness Center upon notifying ASH Fitness of its election to offer Designated Silver&Fit Exercise Classes. Upon Fitness Center's acceptance of these guidelines, the elected classes shall be listed in ASH Fitness' Fitness Center listing as Designated Silver&Fit Exercise Classes.
- 2.05 Fitness Center Listing Information.** Fitness Center must maintain current and accurate listing information with ASH Fitness. Fitness Center shall notify ASH Fitness with a change to listing information in accordance with Section 3.06 of the Agreement.

### **3.0 ASH FITNESS OBLIGATIONS.**

- 3.01 FitnessEngagement.com.** Fitness Center shall have access to a web site that will provide tools to help assist Fitness Center in providing the Silver&Fit Program to Members. The website shall include training materials to help assist with the Designated Silver&Fit Exercise Classes, as well as promotional fliers for Fitness Center to use to promote the Silver&Fit Program and Designated Silver&Fit Exercise Classes.
- 3.02 Silver&Fit Online Fitness Center Listing.** ASH Fitness shall provide ASH Clients and Members with an online Fitness Center listing of participating Fitness Centers. The online listing shall list the Designated Silver&Fit Exercise Classes offered by Fitness Center and if Fitness Center holds Quarterly Social Activities. Fitness Center's priority in the listing shall be dependent upon what level of Silver&Fit Full Fitness Center is. If Fitness Center participates as a Level 1 Silver&Fit Full Facility, Fitness Center shall be listed above all other levels in the ASH Fitness Silver&Fit Fitness Center listing. If Fitness Center participates as a Level 2 Silver&Fit Full Facility, Fitness Center shall be listed above all Silver&Fit Basic Centers.

### **4.0 PROGRAM COMPENSATION.**

- 4.01 Program Compensation.** Fitness Center hereby agrees to participate in the Silver&Fit Program subject to the compensation schedule listed in Attachment L. The number of visits compensated in a month shall not limit the number of visits a Member may make to Fitness Center in a month. Members must have unlimited access and their visits may exceed the visits compensated per month as specified in Attachment L. A Member may make multiple visits to Fitness Center over the course of one day, however, Fitness Center is only entitled to receive compensation for one (1) of those visits. Silver&Fit services will be compensated by ASH Fitness up to the maximum number of sessions and the maximum amount specified in Attachment L less any applicable Annual Member Fee as specified in Attachment G that was paid to Fitness Center by a Member. An Annual Member

Fee, if applicable, shall be paid to Fitness Center upon the Member's first visit to a Fitness Center each Benefit Year.

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 01/01/2019 BY 60322  
EXCEPT WHERE SHOWN  
OTHERWISE, THIS DOCUMENT  
IS THE PROPERTY OF THE  
NATIONAL ARCHIVES AND  
RECORDS ADMINISTRATION  
AND IS LOANED TO YOUR  
AGENCY. IT AND ITS  
CONTENTS ARE NOT TO BE  
DISCLOSED OUTSIDE YOUR  
AGENCY WITHOUT WRITTEN  
PERMISSION FROM THE  
NATIONAL ARCHIVES AND  
RECORDS ADMINISTRATION.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT B – EXHIBIT 1 SILVER&FIT® FULL – FITNESS CENTER ELECTION<sup>3</sup>**

Fitness Center elects to designate one (1) or more older adult oriented exercise classes listed in Section 1.01 of Attachment B as a Designated Silver&Fit Exercise Class:

☐ One (1) class per week

OR

☐ Two (2) classes per week

Fitness Center elects to offer:

☐ Quarterly Social Activities

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<sup>3</sup> Any election in this exhibit shall be for all Fitness Center Participating Locations unless Fitness Center notifies ASH Fitness otherwise.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT C - FITNESSCOACH® ATTACHMENT**

**1.0 DEFINITIONS.**

For purposes of this attachment and in addition to the terms defined in the Agreement, the following terms shall have the meanings indicated:

- 1.01 FitnessCoach Program.** The FitnessCoach Program is an exercise and fitness program offered to Members that are enrolled in a health plan's Medicare or Medicaid program.
- 1.02 Special Needs.** Refers to conditions that Members may have involving disabilities or chronic conditions the result of which may necessitate them having limited mobility or accessibility or require assistance from a Member Caregiver.
- 1.03 FitnessCoach Fitness Center.** As a FitnessCoach location, Fitness Center shall provide Members the Standard Fitness Center Membership as set forth in Section 3.09.1 of the Agreement.
- 1.04 Member Caregiver.** A Member Caregiver is the person identified by the Member to ASH Fitness and the Fitness Center as the person who will be providing assistance to the Member while using the Fitness Center.

**2.0 FITNESS CENTER OBLIGATIONS**

In addition to the obligations in Article 3 of the Agreement, Fitness Center shall have the following obligations for this program:

- 2.01 Free Trial Obligation.** Fitness Center shall offer and honor a one-time free trial (guest pass) for each Member to try out the fitness center prior to joining if the member requests one.
- 2.02 Member Caregiver Access.** Fitness Center shall provide Member Caregiver access to the facility so that they may assist the Member with their workout. This may include, but is not limited to, assistance with using equipment, equipment setting adjustments and general assistance in Fitness Center. Member Caregiver shall not be allowed to personally workout at the center and are on the premises with the Member solely to assist the Member with their workout and navigating through the center. Member Caregivers are not considered Members of ASH Fitness or ASH Fitness Clients and therefore, will not count toward Fitness Center's program compensation and should not be listed on Fitness Center's monthly billing report. Fitness Center shall not charge a Member Caregiver any monthly dues or guest fees for being at the center to assist a Member. If Fitness Center requires that guests or patrons of the center sign a waiver for being on the premises, Fitness Center may request and require the Member Caregiver to sign such waiver.

**3.0 PROGRAM COMPENSATION.**

Fitness Center hereby agrees to participate in the FitnessCoach Program as a FitnessCoach Facility, subject to the compensation schedule listed in Attachment L. The number of visits compensated in a month shall not limit the number of visits a Member may make to Fitness Center in a month. Members must have unlimited access and their visits may exceed the visits compensated per month as specified in Attachment L. A Member may make multiple visits to Fitness Center over the course of one day, however, Fitness Center is only entitled to receive compensation for one (1) of those visits. FitnessCoach services will be compensated by ASH Fitness up to the maximum number of sessions and the maximum amount specified in Attachment L less any applicable Annual Member Fee as specified in Attachment G that was paid to Fitness Center by a Member. An Annual Member Fee, if applicable, shall be paid to Fitness Center upon the Member's first visit to a Fitness Center each Benefit Year.

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FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT D - ACTIVE&FIT® ATTACHMENT**

**1.0** DEFINITIONS.

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

- 1.01** Active&Fit Program. The Active&Fit Program is a fitness program whereby ASH Fitness or its affiliates arrange for the provision of Services to Members. This program provides Member with a Standard Fitness Center Membership.

**2.0** FITNESS CENTER OBLIGATIONS.

- 2.01** Free Trial Obligation. Fitness Center shall offer and honor a one-time free trial (guest pass) for each Member to try out the fitness center prior to joining if the member requests one.

**3.0** PROGRAM COMPENSATION.

Fitness Center hereby agrees to participate in the Active&Fit Program subject to the compensation schedule listed in Attachment L. The number of visits compensated in a month shall not limit the number of visits a Member may make to Fitness Center in a month. Members must have unlimited access and their visits may exceed the visits compensated per month as specified in Attachment L. A Member may make multiple visits to Fitness Center over the course of one day, however, Fitness Center is only entitled to receive compensation for one (1) of those visits. Active&Fit services will be compensated by ASH Fitness up to the maximum number of sessions and the maximum amount specified in Attachment L less any applicable Annual Member Fee as specified in Attachment G that was paid to Fitness Center by a Member. An Annual Member Fee, if applicable, shall be paid to Fitness Center upon the Member's first visit to a Fitness Center each Benefit Year.



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**ATTACHMENT E – INTENTIONALLY LEFT BLANK**

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**ATTACHMENT F – EXERCISEREWARDS™ NETWORK ATTACHMENT**

**1.0 DEFINITIONS.**

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

- 1.01 ExerciseRewards Network. ExerciseRewards Network (“ERN”) is the network of Fitness Centers and exercise centers which are contracted with ASH Fitness to provide Program Services, as defined below in Section 1.04, offered to Members at a specific discounted rate.
- 1.02 Member. For the purpose of this attachment a Member is solely an individual eligible to receive Services. Members will not need to complete member enrollment prior to signing a membership agreement with a Fitness Center.
- 1.03 Member Utilization Report. Member Utilization Reports are monthly reports submitted to ASH Fitness by Fitness Center that track Members’ utilization each month. Each monthly report shall contain the Member first and last name, Member’s fitness identification number, program abbreviation, Member month and day of birth, health plan or employer group name, if applicable, and the dates of each Visit in the month. Utilization reports for members who have not been identified as participating in the program should not be submitted.
- 1.04 Program Services. Program Services (referred to by some ASH Clients and Members as “Exercise Rewards or ERP”) are the services set forth in this Attachment provided to Members eligible for such services. Fitness Center is paid directly by the Member for Program Services, in accordance with the applicable discount offered by Fitness Center as specified in this Agreement. Fitness Center shall not be eligible for any compensation by ASH Fitness under this Agreement.

**2.0 FITNESS CENTER’S RESPONSIBILITIES.**

In addition to the obligations in Article 3 of the Agreement, and with the exception of the provisions identified in Section 3.0 of this Attachment, Fitness Center shall have the following obligations for this program:

- 2.01 ExerciseRewards Network. As part of the ExerciseRewards Network, Fitness Center shall offer a Member a ten percent (10%) or higher discount off the regular membership fees/dues and/or enrollment fees. Fitness Center will be made available to those Members eligible for Program Services. Promotion of Program Services may include, but is not limited to, customized ASH Client web site directory listing, customized search criteria featuring the agreed upon discount with Fitness Center, and Member open enrollment materials. No program compensation rate applies to this Agreement and Fitness Center shall look to Member for compensation in accordance with the Members applicable discount.
- 2.02 Verification of Member Eligibility. Fitness Center shall verify Member eligibility at the time of Member’s first attempt to utilize Fitness Center Participating Location by requesting Member to show their fitness card or welcome letter and then verifying the Member’s eligibility on ASHlink or by calling customer service.
- 2.03 Conversion of Pre-Established Membership. Fitness Center agrees to assist any Member that has a previously established membership with Fitness Center and the Member becomes eligible for the Program Services under this Agreement. Fitness Center agrees to allow Member’s previously

established membership to become discounted to Fitness Center's agreed upon discount for Program Services where the discounted rate is lower than the Member's previously established membership rate.

**2.04 Member Utilization Reports.** Fitness Center shall submit Member Utilization Reports as defined in Section 1.03 of this Attachment to ASH Fitness on a monthly basis no later than the 10th of each month for the previous month's Member utilization. Member Utilization Reports may be submitted through ASHLink or electronically by email. Member Utilization Reports are required to be submitted each month for the previous month's utilization and must contain all required information for Members that utilized Fitness Center for Program Services during the month for which the Member Utilization Report is being submitted. Member Utilization Reports missing the required information in Section 1.03 will be returned to Fitness Center for correction and re-submission.

**2.05 Member Payments.** Fitness Center shall notify Member of Member's financial responsibility for amounts Member may owe Fitness Center for Program Services prior to the provision of such Services. Fitness Center shall set up a payment process with Member and shall not seek payment for Program Services from ASH Fitness or ASH Clients.

**2.06 One Time Trial Obligation.** Fitness Center shall offer and honor a one-time free trial for each Member. This free trial offer may range from a one week free trial membership to a one time free trial session.

### 3.0 CORE AGREEMENT MODIFICATION

**3.01 Provisions not Applicable to this Attachment.** The following provisions of the main body of the Agreement are not applicable to this attachment: Sections 2.07, 3.10, 3.11, and 3.13.

### 4.0 DISCOUNTS.

No Program Compensation Rate applies to this attachment.

Fitness Center agrees to provide the following discounts for Members

Please indicate below minimum discount of at least 10% where applicable:

	ExerciseRewards Network Fitness Center discount on monthly or annual membership)	OR	ExerciseRewards Network (Fitness Center discount) (No monthly membership or annual dues)
Initiation/Enrollment Fee	_____ %	Fitness Session Fees	_____ %
Monthly Dues	_____ %		
Personal Trainer Fees	_____ %		

**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT  
ATTACHMENT G - ASH CLIENT LIST**

Client offers national access unless otherwise specified.						
The following ASH Fitness Clients are currently eligible as noted below:						
	<b>Client Name</b>	<b>Effective Date</b>	<b>S&amp;F</b>	<b>A&amp;F</b>	<b>ERN</b>	<b>FitnessCoach</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

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**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT H - PERSONAL TRAINER ATTACHMENT**

**1.0 DEFINITIONS.**

For purposes of this Agreement and in addition to the terms elsewhere defined herein, the following terms shall have the meanings indicated:

- 1.01 Amount. Co-payment Amount is a payment made directly to the Fitness Center by the Member for each Personal Trainer Service. Co-payment Amounts are specified in the ASH Client Summaries attached via Exhibit 1 to this attachment.
- 1.02 Personal Trainer. An individual employed by Fitness Center who provides Personal Training Services to Members and meets the requirements of Section 2.02 of this Attachment.
- 1.03 Personal Trainer Benefit Program. Personal Trainer Benefit Program means an arrangement pursuant to which Fitness Center arranges for the provision of personal training sessions to Member.
- 1.04 Personal Trainer Services. Personal Trainer Services refers to training provided by a certified personal trainer employed or contracted by a Fitness Center to assist Member in reaching desired health status such as weight loss or gain, or appropriate/effective exercise programs. A training session is of a duration not less than forty-five (45) minutes which assist Members in reaching their desired health status by focusing on subjects such as weight loss/gain, nutritional coaching, appropriate effective exercise program implementation and enhancing a Member's fitness level.

**2.0 FITNESS CENTER'S RESPONSIBILITIES.**

In addition to the obligations in Article 3 of the Agreement, Fitness Center shall have the following obligations for this program:

- 2.01 Provision of Personal Trainer Program. Fitness Center shall provide Services when ASH Client elects to participate in the Personal Trainer Benefit Program. Personal Trainer Benefit Program is offered only if the Member's health plan and/or employer group has elected to include them and shall be noted through Exhibit 1 to this attachment.
- 2.02 Personal Trainers. Fitness Center agrees to comply with ASH Fitness Quality Management Program criteria when employing a personal trainer who will provide services to a Member. Fitness Center agrees:
  - a) Personal trainer shall be actively certified and in good standing with a certification body that is accredited through the National Commission of Certifying Agencies "NCCA".
  - b) Personal Trainer must not have been convicted of a felony or a crime of moral turpitude. Personal trainer must sign an attestation upon hire and no less than annually thereafter, and Fitness Center must hold on file such attestation, that personal trainer has never been convicted of a felony. In lieu of the attestation, a Fitness Center may elect to perform upon hire and no less than annually thereafter a criminal background check searching for any felony or crime of moral turpitude convictions, using Choicepoint or other similar databases, and shall hold appropriate documentation on file that no felony convictions were discovered.
  - c) Personal trainer must not have been convicted of a misdemeanor directly related to the provision of Personal Trainer Services. Personal trainer must sign an attestation and Fitness Center must hold on file such attestation that personal trainer has never been convicted of a misdemeanor directly related to the provision of Personal Trainer Benefit Program or Fitness

- Center must perform a criminal background check searching for any misdemeanor convictions, using Choicepoint or other similar databases, and shall hold appropriate documentation on file that no misdemeanor convictions were discovered.
- d) Personal trainer must not have any negligence related cases where the cause of action was directly related to the provision of personal training services and the result was unfavorable to the Personal Trainer. Personal trainer must sign an attestation upon hire and no less than annually thereafter, and Fitness Center must hold on file such attestation, that personal trainer has never had a settlement or judgment against him or her due to his or her negligence.
  - e) Personal Trainer must not have any sanctions or actions by a state or federal regulatory agency. Personal Trainer must sign an attestation upon hire and no less than annually thereafter, and club must hold on file such attestation, that Personal Trainer has never had a sanction or action against him or her due to his or her negligence.
  - f) Personal trainer must follow all appropriate assessment and risk management guidelines of the Fitness Center and one of the NCCA organizations.
  - g) Personal trainer must question Member (using at a minimum the physical activity readiness questionnaire (PARQ) or a comparable pre-activity assessment tool) to assess the Member's health status and interaction with the Member's medical physician related to the fitness program.
  - h) Personal trainer must question the Member about the Member's interaction with the Member's medical physician related to the fitness program.
  - i) Personal trainer must maintain appropriate documentation and records related to the training interaction, Member progress and adverse events including, but not limited to, those required by subsections (g) and (h) above.
  - j) Personal trainer will store any confidential health information or related confidential information in a secure location away from public access.

### **2.03 Personal Trainer Benefit Program.**

- a) Fitness Center agrees to only provide personal training sessions to Member's eligible under the Personal Trainer Benefit Program as verified by ASH Fitness.
- b) Personal Training Session shall last a minimum of forty-five (45) minutes and shall be used to assist Members in reaching their desired health status.
- c) Personal training sessions provided under the Personal Trainer Benefit Program are eligible for compensation at compensation rate as specified in Exhibit 1 to this attachment for each ASH Client.

### **3.0 PROGRAM ELECTIONS AND COMPENSATION.**

Fitness Center hereby agrees to participate in the Personal Training Benefit Program subject to the compensation schedule listed in Attachment L. Personal Trainer Services will only be compensated by ASH Fitness up to the maximum number of sessions and the maximum amount per session established for the Personal Trainer Benefit Program, less any Co-payment Amount paid to Fitness Center by a Member as further specified in Exhibit 1 to this attachment. Co-payment Amounts are made upon each Visit.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT H – EXHIBIT 1 PERSONAL TRAINER - ASH CLIENT LIST**

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FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT I - HEALTH AND SAFETY GUIDELINES AND CODE OF CONDUCT**

Fitness Center warrants and represents that each Fitness Center Participating Location, subject to this Agreement, shall maintain and abide by the ASH Code of Conduct & Ethics Program posted on ASHLink. In addition Fitness Center warrants and represents that each Fitness Center Participation Location, subject to this Agreement, shall maintain and abide by ASH Fitness' Health & Safety Guidelines and Code of Conduct, as follows:

- Fitness Center is able to respond in a timely manner to any reasonably foreseeable emergency event that threatens the health and safety of Fitness Center users. Toward this end the Fitness Center has an appropriate emergency plan that can be executed by qualified personnel in a timely manner.
- Fitness Center offers each adult Member a pre-activity screening that is appropriate to the physical activities to be performed by the Member. Based on pre-activity screening, the Fitness Center may, at its discretion, offer to provide supervisory oversight, or an aide to the Member.
- Each person who has supervisory responsibility for a physical activity program or area at Fitness Center has demonstrable professional competence in that physical activity program or area upon hire and on-going thereafter.
- Fitness Center posts appropriate signage alerting users to the risks involved in their use of those areas of Fitness Center that present potential increased risk(s).
- If Fitness Center offers youth services or programs, it provides appropriate supervision.
- Fitness Center shall not discriminate against Members for any reason, including but not limited to age, sex, marital status, religion, ethnic background, national origin, political affiliation, ancestry, race, color, sexual orientation, veteran status, gender identity, health disability status or source or amount of compensation.
- Fitness Center shall abide by all local, state, or federal consumer protection legislation and all other applicable laws.
- Fitness Center responds to and endeavors to resolve, within sixty (60) days, any consumer complaints made to the Better Business Bureau or state or local consumer protection agencies (or other such agencies).
- Fitness Center will not sell a prepaid, lifetime membership to a Member during the term of this Agreement.

ASH Fitness' Health & Safety Guidelines and Code of Conduct has been adapted from the following sources:

- Peterson, James A, and Tharrett, Stephen J, editors 2<sup>nd</sup> ed. *ACSM's Health/Fitness Facility Standards and Guidelines*, second edition. Champaign, IL: Human Kinetics, 1997.
- International Health, Racquet and Sportsclub Association, 2005.  
[http://download.ihrsa.org/pubs/club\\_membership\\_conduct.pdf](http://download.ihrsa.org/pubs/club_membership_conduct.pdf)

**Commented [BS14]:** Do you offer this?

**Commented [SD15R14]:** No. I do not want to get into this. In Sequim, we setup a partnership with the hospital to do Cardiac and Cancer programs. There was screening with these, but I do not see us doing those unless we build land-based activity areas, which are probably not happening.



**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT J – MEDICARE ADVANTAGE AND MEDICAID ADDENDUM**

This exhibit is entered into by American Specialty Health Fitness, Inc. ("ASH Fitness") and the Fitness Center listed on the signature page of the Agreement ("Fitness Center") and is intended to add certain provisions to the Agreement in order to comply with requirements of the Centers for Medicare and Medicaid Services ("CMS"). If any provision in the Agreement is inconsistent with the terms of this attachment, the provisions of this attachment shall be controlling and supersede the provisions of the Agreement for Medicare Advantage and Medicaid Members.

WHEREAS, ASH Fitness has entered into contracts with ASH Clients who offer fitness benefits as part of its Medicare Advantage and/or Medicaid Managed Care plans which require ASH Fitness to include specific contract language in its contract with Fitness Center;

WHEREAS, Fitness Center will be providing Services on behalf of ASH Fitness for certain Medicare Advantage and/or Medicaid members of ASH Clients;

NOW, THEREFORE, the Parties agree to add the following provisions to the Agreement with respect to Medicare Advantage and/or Medicaid members of ASH Clients:

- 1 Member Non-Liability.** Fitness Center shall in no event, including insolvency of ASH Fitness, hold any member liable for payment of any fees that are the legal obligation of ASH Fitness. This provision does not prohibit Fitness Center from charging the member for services not covered under this Agreement, provided the member was informed in advance and in writing of the fees to be charged. This provision shall survive termination of the Agreement. [42 C.F.R. 422.504(g)(1)(i) and 42 C.F.R. 422.504(i)(3)(i)]
- 2 Excluded Individuals.** Fitness Center represents and warrants that Fitness Center or any person who owns more than five percent (5%) of Fitness Center are not excluded from participation in a federal or state healthcare program, including but not limited to, Medicare and Medicaid. Also, Fitness Center represents that it does not now employ or contract with, and shall not in the future employ or contract with any individual excluded from participation in such federal or state programs to provide Services to Members. Fitness Center shall check key employees and persons employed, contracted or otherwise affiliated with Fitness Center and any person owning more than five percent (5%) of Fitness Center against the appropriate lists upon hire or contract and monthly thereafter to determine if the persons have been excluded from participation in a federal or state program or has been terminated for cause or default on public transactions and public programs as well as non-reinstatement. Such lists (commonly referred to as Exclusion Lists) include, but are not limited to, the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities, the General Service Administration Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs, and state published Medicaid exclusion lists). For the purpose of this agreement the term "key employee" refers to all employees/contractors who are (i) involved with the receipt of funds from Members or submit claims/bills to ASH concerning services provided to Members, and (ii) individuals who lead/teach exercise classes that are specifically tailored to Members. Fitness Center shall maintain records relating to its checks of these lists in accordance with Section 8 of this addendum. Fitness Center agrees to indemnify ASH Fitness or ASH Clients, as applicable, for any civil monetary penalties levied against an ASH Client or ASH Fitness as a result of (a) Fitness Center's failure to properly screen all employed, affiliated or contracted persons who provide Services to Members and/or hold or held more than a five percent (5%) interest in Fitness Center against the Exclusions lists or (b) Fitness Center's permitting an individual or entity found on the Exclusions Lists to provide Services to any Medicare Advantage Members, or otherwise be affiliated with those services, under this Agreement. Payments received by Fitness Center in circumstances where (a) or (b) above apply are also subject to recoupment by ASH Fitness upon request and Fitness Center agrees to comply with any such requests. [42 C.F.R. 422.752(a)(8)]
- 3 Compliance with Federal and State Law.** Fitness Center acknowledges that payments for Services hereunder are, in whole or in part, derived from federal funds and receipt of such payment is subject to all laws and regulations applicable to recipients of such funds. Therefore, Fitness Center shall comply with all laws and regulations applicable

to individuals and entities receiving federal funds and all other applicable federal and state laws and regulations, including, but not limited to, those laws and regulation governing participating in the Medicare Advantage or Special Needs Plan Programs, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as well as their implementing regulations. [42 C.F.R. 422.504(h)]

- 4 **Quality Review and Improvement.** Fitness Center shall cooperate with all independent quality review and improvement activities relating to Services being provided by Fitness Center required by ASH Fitness and/or ASH Clients or CMS pertaining to the provision of Services. [42 C.F.R. 422.204(b)(4)]
- 5 **Member Appeals and Grievances.** Fitness Center shall cooperate and comply with all ASH Clients, and CMS requirements regarding appeals of members, including the obligation to provide information to ASH Fitness within the timeframe reasonably requested for such purpose. [42 C.F.R. 422.562(a)]
- 6 **Collection of Data.** When requested by ASH Fitness, Fitness Center shall participate in the collection and submission of data to CMS. Where applicable, Fitness Center shall certify the accuracy of the data collected and submitted under this section. [42 C.F.R. 422.504(c)]
- 7 **Member Records.** In addition to the requirements set forth in Section 9.03 of the Agreement, to the extent any ASH Client member records or other health and enrollment information is maintained by Fitness Center, Fitness Center shall: 1) safeguard the privacy of any information that identifies a particular member and abide by all federal and state laws and regulations regarding confidentiality and disclosure of all protected health information; 2) maintain member records and information in an accurate and timely manner; and 3) ensure timely access by members to their own records and information in accordance with federal and State laws and regulations. Information from or copies of records may be released only in accordance with federal and state laws and regulations governing such records and the information contained therein. [42 C.F.R. 422.118]
- 8 **Records and Inspections.**
  - (a) ASH Fitness and Fitness Center recognize and agree that the United States Department of Health and Human Services (DHHS), the Comptroller General, or their designees may audit, evaluate or inspect any books, contracts, and other records of ASH Fitness and Fitness Center that pertain to any aspect of services performed under this Agreement for purposes of a Medicare product, or as the Secretary of DHHS may deem necessary. ASH Fitness and Fitness Center shall retain all records related to the provision Services for a period of ten (10) years after the final date of the contract period and shall make available their premises, physical facilities and equipment, records related to the provision of Services or any additional relevant information that DHHS may require. [42 C.F.R. 422.504(e)(3)]
  - (b) CMS, the Comptroller General, or their designees have the right to inspect, evaluate and audit ASH Fitness and Fitness Center for a period of ten (10) years after the final date of the contract period or the completion of an audit, whichever is later, unless: (a) CMS determines that there is a special need to retain a particular record or group of records for a longer period and notifies ASH Fitness or Fitness Center at least thirty (30) days before the normal disposition date; (b) there has been a termination, dispute or fraud or similar fault by ASH Fitness or Fitness Center in which case retention may be extended to ten (10) years from the date of any final resolution of the termination or fraud or similar fault; or (c) CMS determines that there is a reasonable possibility of fraud, in which case it may inspect, evaluate and audit ASH Fitness and Fitness Center at any time. [42 C.F.R. 422.504(e)(4)]
9. **ASH Client Accountability.** Notwithstanding anything set forth in the Agreement, Fitness Center and ASH Fitness acknowledge and agree that, with respect to Services furnished under this Agreement for ASH Clients, ASH Clients oversee and are ultimately accountable to CMS for any functions and responsibilities performed by Fitness Center. Fitness Center shall comply with ASH Fitness's policies and procedures as set forth in the Fitness Center Program Manual. Such policies and procedures have been reviewed and approved by ASH Clients. Fitness Center shall

furnish Services to members consistent with the requirements of CMS and, including but not limited to, ASH Fitness's contractual obligations to its ASH Clients. [42 C.F.R. 422.504(i)(4)(iii) and 42 C.F.R. 422.112]

10. **Compliance Training.** Fitness Center will provide its employees and any contractors directly involved in providing Services under this Agreement the CMS Medicare Parts C & D Fraud, Waste, and Abuse Training and General Compliance Training module posted on ASHLink within ninety (90) days of hire or contracting and annually thereafter and allow ASH Fitness access to Fitness Center's records upon request to ensure Fitness Center is providing the required trainings. [42 C.F.R. 422.504(h)(1)]
11. **Amendment and Severability of Contracts.** Notwithstanding any provision in the Agreement, this Exhibit may be amended upon request or mandate by CMS to comply with all relevant federal and State laws and regulations and government pronouncements. Additionally, this Exhibit shall be amended to exclude any Medicare product or State-licensed entity specified by CMS. A separate agreement for any such excluded product or entity will be deemed to be in place when such request is made. [42 C.F.R. 422.504(k)(1) and (2)]

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FITNESS CENTER SERVICES AGREEMENT**

**ATTACHMENT K –GUIDELINES FOR TRADEMARK USE BY THIRD PARTIES**

American Specialty Health Incorporated (“ASH”) counts among its most valuable assets the company’s trademarks and the goodwill they represent. Protection of these marks is a priority for ASH. These guidelines on the proper use of ASH trademarks have been developed for Licensees and other third parties. The status of ASH trademarks is continually changing, and it may be necessary to revise these guidelines from time to time. These guidelines are designed to ensure proper legal usage of ASH trademarks, and to prevent consumer confusion that can result from improper or illegal usage.

1. Never vary the spelling, add or delete hyphens (even for normal hyphenation at the end of a line of text), make one word two, or use a possessive or plural form of the trademark. ASH trademarks are always used as adjectives followed by a generic term (such as “HMO”) and never as nouns or verbs.
2. When using an ASH trademark on any materials that will be distributed or presented to the public, use the registered symbol ® on the most prominent (or if none is prominent, the first) appearance of a trademark registered with the U.S. Patent and Trademark Office. For any ASH trademark that is not registered, the ™ symbol should be used in place of the registered trademark symbol. Once marked, it is not normally necessary to mark subsequent appearances of the trademark in the same publication.
3. Every appearance of ASH logos and product names in stylized form should always appear with the appropriate ® or ™ symbol, and may be used only under license with ASH. Unauthorized use is strictly prohibited.
4. A logo is a graphical design that may include text and other design elements. ASH product signatures are logos created to identify products that are licensed or owned by ASH. Stylized trademarks or “logotypes” are those that appear in word form in a particular style of type by ASH. An example includes the following:



ASH logos, product signatures, or trademarks in stylized form may be used only if you have obtained a prior written license from ASH and your use complies with the terms and conditions of the license. Under no circumstance may you modify, distort or add to ASH logos, product signatures, or stylized trademarks.

The term “American Specialty Health”, when used to refer to products, is a trademark, and its use is governed by the guidelines above. However, when “American Specialty Health Incorporated” is used only to refer to ASH as a corporate name, no trademark marking or attribution is necessary. Therefore, do not use the ® or ™ symbols.

**AMERICAN SPECIALTY HEALTH FITNESS, INC.  
FITNESS CENTER SERVICES AGREEMENT  
ATTACHMENT L – PROGRAM COMPENSATION**

**SILVER&FIT BASIC FITNESS CENTER:**

The following compensation rate is for a Silver&Fit Basic Fitness Center in the Silver&Fit Program:

<b>Benefit Program</b>	<b>Standard Compensation Rate</b>	<b>Maximum Number of Visits Compensated Per Month</b>	<b>Monthly Compensation Maximum</b>
<b>Silver&amp;Fit Basic</b>	\$3.00	10	\$30.00

**SILVER&FIT FULL FITNESS CENTER:**

The following compensation rate is for a Silver&Fit Full Fitness Center in the Silver&Fit Program:

<b>Benefit Program</b>	<b>Standard Compensation Rate</b>	<b>Maximum Number of Visits Compensated Per Month</b>	<b>Monthly Compensation Maximum</b>
<b>Silver&amp;Fit Full</b>	\$3.00	12	\$36.00

**FITNESSCOACH FITNESS CENTER:**

The following compensation rate is for the FitnessCoach Program:

<b>Benefit Program</b>	<b>Standard Compensation Rate</b>	<b>Maximum Number of Visits Compensated Per Month</b>	<b>Monthly Compensation Maximum</b>
<b>FitnessCoach</b>	\$3.00	10	\$30.00

**ACTIVE&FIT FITNESS CENTER:**

The following compensation rate is for the Active&Fit Program:

<b>Benefit Program</b>	<b>Standard Compensation Rate</b>	<b>Maximum Number of Visits Compensated Per Month</b>	<b>Monthly Compensation Maximum</b>
<b>Active&amp;Fit</b>	\$3.00	10	\$30.00

**PERSONAL TRAINER PROGRAM:**

The following compensation rate is for the Personal Trainer Program:

Benefit Program	Description	Compensation
Personal Trainer Program	1 session of Personal Trainer Services (Limited to 1 session per day)	TBD (Includes Co-Payment)



## Des Moines Pool Metropolitan Park District

### AGENDA ITEMS SUMMARY SHEET

**Agenda Item #:** 8c      **Assigned to:** District Clerk      **Meeting Date:** June 18, 2019

**Under:** New Business      **Attachment:** Yes

**Subject:** Board Authorization Signatures

**Background/Summary:**

Per RCW 42.24.180 a signed Accounts Payable Authorized Signature Form must be returned to King County Finance each year authorizing approval and payment certification in order to expedite the issuance of warrants for payment.

**Fiscal Impact:** N/A

**Proposed Motion:** No Motion

Reviewed by District Legal Counsel:    Yes X No \_\_\_\_\_ Date: N/A

<b>Three Touch Rule:</b>	<u>N/A</u>	<b>Committee Review</b>
	<u>N/A</u>	<b>First Board Meeting (Informational)</b>
	<u>N/A</u>	<b>Second Board Meeting (Action)</b>

**Action Taken:**    Adopted      Rejected      Postponed

**Follow-up Needed:**    Yes \_\_\_\_\_ No x      Report back date: \_\_\_\_\_

**Notes:** Authorized Signature Form.





# DRAFT

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## Accounts Payable Authorized Signature Form (For Districts for which King County, as Treasurer, Issues Payments)

### SECTION 1 – GENERAL INFORMATION

Please complete each field below. For the "Number" field, enter the first 5 digits of your Fund Numbers. Typed/ electronic entries are preferred for readability.

District/Organization Name: \_\_\_\_\_ Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

General Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

#### Primary Contacts

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

### SECTION 2 – AUDITING OFFICER(S) DELEGATED WITH PAYMENT APPROVAL AUTHORITY (If Applicable)

Complete the fields below for each Auditing Officer that has been delegated signatory authority in accordance with RCW 42.24.180. This RCW is intended to expedite the issuance of warrants by authorizing one or more persons signatory authority to approve warrant issuance before the board has acted to approve the claims. A copy of the resolution delegating this authority is required to accompany this form. When submitting Voucher Approval documentation, it is understood that any restrictions attached to an Auditing Officer's signatory authority will have been honored by the Auditing Officer. Due to the electronic voucher data submission process, King County does not monitor these restrictions.

Number of Required Auditing Officer Signatures for Payment of Claims: \_\_\_\_\_

#### Auditing Officer Signatures

Name	Telephone	Email
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____

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# DRAFT

## Accounts Payable Authorized Signature Form (For Districts for which King County, as Treasurer, Issues Payments)

### SECTION 3 – BOARD MEMBERS – APPROVALS AND PAYMENT CERTIFICATION AUTHORIZATION

*If an Auditing Officer with signing authority, per RCW 42.24.180, has not been delegated or, if such an Auditing Officer is delegated and any designated restriction is exceeded, board action is required for warrant issuance. As members of the board, the following persons are also authorized to sign for Approval and Payment Certification as per RCW 42.24.080 and other respective agency RCWs.*

Number of Required Board Member Signatures for Payment of Claims: \_\_\_\_

#### Board Member Signatures

Name	Telephone	Email
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____
Sign: _____		
Print: _____	_____	_____

I attest the above information is true and accurate and the signatures herein are authorized as described. Our district will execute a new form with King County Accounts Payable as information or signatories change:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Chairperson/ President

District/Organization Name: \_\_\_\_\_

Please send King County Accounts Payable this original completed form and, if applicable, a copy of a resolution delegating signatory authority (sample attached). Incomplete forms will be returned. Please send documents to:

King County Accounts Payable  
Attn: Special Districts  
401 5th Avenue, Room 323  
Seattle, WA 98104

If you require assistance completing this form, please contact (206) 263-9400 or [SpecialDist.AP@kingcounty.gov](mailto:SpecialDist.AP@kingcounty.gov).



## Des Moines Pool Métropolitain Park District

### AGENDA ITEMS SUMMARY SHEET

Agenda Item #: 8d Assigned to: District GM

Meeting Date: June 18, 2019

Under: New Business

Attachment: Yes

Subject: SMAC Contract

#### Background/Summary:

In 2018, the District RFQ'd prospective swim teams. The Central Area Aquatics Team (CAAT) later renamed the Seattle Metropolitan Aquatics Club (SMAC) was selected. SMAC has not been able to use their requested time since the inception of their contract. District management has decided to not financially hold them to the contracted times and has attempted to work with them while trying to balance their needs with the needs of other users of the pool. This relationship has delayed the booking of other users' groups and also pushed back release of information including calendars, swim lessons and other information.

District management is suggesting one of two options.

First option, the District will work with SMAC to develop an amendment to the contract that establishes a process for the District to set availability to SMAC and a deadline for them to select what times work best for them.

Second option, the District will exercise the 90-day out on the contract. The District will need to establish policy and procedure to offer first-come, first-serve reservations of the pool time. This is the process most swimming pools use.

The District met with SMAC on Thursday, June 13. An update will be made at the board meeting.

The District also needs establish a better cancellation policy for swim teams. Our current contract gives too much flexibility to the swim team, while costing the District revenue and most importantly taking pool time away from the public.

Fiscal Impact: N/A

Proposed Motion: No motion necessary.

Reviewed by District Legal Counsel: Yes X No        Date: In Progress

Two Touch Rule:

T.B.D.  
4/16/19  
5/21/19

Committee Review (WCIA Audit)  
First Board Meeting (Informational)  
Second Board Meeting (Action)

Action Taken: Adopted Rejected Postponed

Follow-up Needed: Yes        No        Report back date:       

Notes: ttached: CAAT Contract





**Mount Rainier Pool  
Des Moines Pool  
Metropolitan Park District  
FACILITY RENTAL USE AGREEMENT  
FOR CONTINUED PARTNERS**

THIS FACILITY USE AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Des Moines Pool Metropolitan Park District** ("District") and **Central Area Aquatics Team**. ("CAAT"), a Washington nonprofit corporation (Individually a "Party" and collectively the "Parties").

**RECITALS**

WHEREAS, the District operates a swimming Facility, also known as Mount Rainier Pool, located at 22722 19<sup>th</sup> Avenue South, Des Moines, WA 98198 ("Facility" or "Pool"); and

1. WHEREAS, CAAT is an organization devoted to the development of a competitive youth swimming program; and
2. WHEREAS, CAAT currently uses and desires to continue to use the Facility for its swim program, including practices and swim meets; and
3. WHEREAS, the District objective is to provide swimming and aquatic recreational programs to meet a variety of community needs; and
4. WHEREAS, the District desires to generate revenue for pool facility maintenance, repair, operation and programs; and
5. WHEREAS, the Parties mutually desire to work toward effective and cooperative use of the Facility; and
6. WHEREAS, the District desires to schedule Facility time for CAAT and its swimmers subject to certain payments, terms, and provisions.

NOW, THEREFORE, the Parties hereto agree as follows:

**AGREEMENT**

1. **Premises.** the District agrees to allow CAAT to use the Mount Rainier Pool Facility for the purposes and subject to the terms and conditions established in this Facility Rental Use Agreement.
2. **Term/Termination.** This Agreement shall be effective May 28, 2018 and will remain in effect until terminated by either Party in the manner set forth below.
  - 2.1. Either Party may terminate this Agreement by giving 90 days advance written notice to the other Party. In addition, either Party may declare this Agreement to



be terminated immediately if the other Party is in breach of any term or condition of this Agreement or in violation of any rule regarding use of the Pool or Facility and fails to correct or cure such breach or violation within 10 days after written notice of such breach or violation is given to the Party.

**3. Rules and Enforcement.**

3.1. CAAT agrees to adhere to and enforce with its employees, volunteers, and team members ("Members") the District rules listed in Addendum No. and any posted rules at the Facility and rules or direction given verbally by District staff. In addition, CAAT agrees to comply with, adhere to, and enforce with its employees, volunteers, and team members ("Members") the following rules which by the below references are incorporated herein. Printed copies of rules will be provided to CAAT upon written request:

- A. Currently Adopted USA Swimming Rules and Regulations: Part 3 Rights, Privileges Code of Conduct.
- B. Currently Adopted Safesport Code for the U.S. Olympic and Paralympic Movement.
- C. Currently Adopted Safesport Practices and Procedures for the U.S. Olympic and Paralympic Movement.

3.2. CAAT must first obtain prior written approval from the District before using the Mt. Rainier Pool or the Des Moines Pool Metropolitan District names or logos on any CAAT promotional materials, grant applications or other publically distributed documents. CAAT must also obtain prior written approval, displaying any items or promoting any items related to the swim team outside of practices and swim meets.

**4. Facility Use Obligations.**

4.1. **CAAT Obligations.** CAAT shall use the Facility only for swim practices and swim meets as described in Section 7. Uses of the Facility shall be limited to "Insured Activities" as stated in Addendum 4, USA Swimming liability insurance program limitations. In addition, the parties agree CAAT's use of the Facility shall be subject to the following additional terms and conditions:

- A. CAAT Members who will use the District Facility must be active members of USA Swimming in good standing (not on probation, banned or suspended).
- B. CAAT Members will not be permitted to use the Pool or Facility without a CAAT coach on-site. A District lifeguard must also be present at the Facility while CAAT swimmers are using the Facilities, including but not limited to practices or swim meets. It is the responsibility of CAAT to ensure all its Members, spectators and participants (who are not pass holders of the Facility) have exited the Facility at the conclusion of CAAT use with the

exception of those Members, spectators and participants who intend to remain at the Facility to participate in District programming, including, without limitation, open swim. Any such CAAT Members will need to check-in with the front office prior to continuing to use the Facility.

- C. The use of the Facility pursuant to the terms of this Agreement is specifically restricted to Members of CAAT. Provided, however, Members of other swim clubs and teams may use the Facility during swim meets approved by the District. CAAT shall not allow non-members of its group/organization to use the Facility under the auspices of CAAT unless the non-members are specifically being evaluated for membership in CAAT.
- D. CAAT must remain in good standing and comply with the rules and regulations of USA Swimming
- E. CAAT coaches are defined as a "coach member of USA Swimming" who have completed Safety Training for Swim Coaches and CPR as well as successfully completed a background check, including criminal history check in accordance with the Child and Adult Abuse Information Act (CAAIA) and RCW 43.43.830-834, and if applicable, Coaches Education as required by USA Swimming. In addition, CAAT coaches (volunteer or paid) must be certified and approved by USA Swimming as a coach and remain in good standing. A copy of current USA Swimming cards for all CAAT coaches must be provided to the District at the beginning of this Facility Rental Use Agreement and each calendar year thereon.
- F. CAAT must notify the District in writing within 24 hours of CAAT's awareness of any coaches being placed on probation by USA Swimming.
- G. The District has the right in its sole discretion to deny access to the Facility to any coach or member of CAAT if the District determines a coach or member is not in compliance with any of the requirements of this agreement, USA Swimming requirements or district policies
- H. CAAT must maintain written records of compliance with the terms of this Agreement and USA Swimming requirements. The District reserves the right to request access to all CAAT records relating to CAAT's compliance with this Agreement and USA Swimming requirements.
- I. A CAAT coach must maintain direct line of sight and supervision at all times.
- J. It is the responsibility of CAAT to request and receive prior approval from USA Swimming for all activities and provide proof of USA Swimming approval to the District.
- K. Use of the pool diving board is prohibited.

L. CAAT Members must follow locker room rules. CAAT coaches or staff are responsible to ensure Members are following locker room rules.

M. Entry and Exit of the Facility:

- (i) All CAAT coaches, team members, volunteers and parents will enter and exit from the front entry doors of the facility.
- (ii) All will check in at the front desk and follow all entry protocols.

N. Incidents/Accidents:

- (i) CAAT will comply with the intent of the RCW 28A.600.190-195, Youth Sports Concussion and Head Injury and Sudden Cardiac Arrest Guidelines.
- (ii) CAAT will report all incident and accidents relating to injuries or property damage at the Facility to a District supervisor or manager in a timely manner and work with District staff on gathering and providing additional information. For purposes of this reporting requirement timely manner shall be defined as follows:
  - (a) Immediate Notification shall be required for deaths or injuries that require immediate medical assistance, major property damage or any suspected criminal conduct.
  - (b) Four hour Notification shall be required for minor injuries and minor property damage.

#### **4.2. District's Obligations:**

- A. The District shall comply with all federal, state and local health and safety laws and regulations related to operation and maintenance of the Facility.
- B. The District shall provide CAAT 30 days advance written notice of any Facility scheduling changes and planned closures that may affect CAAT's contracted use.

#### **5. Facility Usage Schedule:**

##### **5.1. Overall Usage (subject to limitations in Section 5.1.D):**

- A. **During High School Swim Season: (Last Week of August through Second Week of February):** CAAT shall have access to the Facilities, including, without limitation, the locker rooms, from 5:15pm through 7:20pm Monday through Friday and from 7:00am to Noon Saturday. CAAT Members shall enter the water at 5:30pm and exit the water by 7:00pm, Monday through Friday and shall enter the water at 7:00am and exit the water by noon.

CAAT shall have access to the locker room and showers until 7:20pm, Monday through Friday and 12:20pm on Saturday. Coaches must remain until all swimmers have left the Facility, including the locker rooms.

- (i) The Highline School District Lease gives the School District exclusive use of the pool, Monday through Friday, 2:30 to 5:30pm.
- B. **All Other Times:** CAAT shall have access to the Facilities, including, without limitation, the locker rooms, from 3:45pm through 7:20pm Monday through Friday and from 7:00am to Noon Saturday. CAAT Members shall enter the water at 4:00pm and exit the water by 7:00pm, Monday through Friday and shall enter the water at 7:00am and exit the water by noon. CAAT shall have access to the locker room and showers until 7:20pm, Monday through Friday and 12:20pm on Saturday. Coaches must remain until all swimmers have left the Facility, including the locker rooms.
- C. **The District leases Mount Rainier Pool from Highline School District. If the Highline School District alters its agreement, the District may be required to change use times available to CAAT.**
- D. The District and CAAT agree to jointly work toward effective and cooperative use of the Facility. Notwithstanding, the Parties hereto acknowledge and agree that modification of this schedule may be required from time to time due to special uses by the District (such as Facility closures, and staffing shortages whether anticipated or not), lifeguard and/or staff training, and scheduled events of other users of the Facility, specifically including the Mount Rainier High School Swim Team or other special Facility events or programs. The Parties further acknowledge and agree that CAAT may request use of the Facility for hours in addition to those designated in this section or use of additional lanes within the Facility, if available and approved by the Aquatics Manager or Aquatics Coordinator of the District. CAAT shall provide as much advance notice as possible when requesting additional use hours and will be charged additionally for extra water time and/or facility usage.
- E. The District and CAAT shall meet from time to time to review Facility scheduling and to discuss mutual concerns. Any Facility schedule changes resulting from these meetings shall become a part of this Agreement upon approval from the District.
- F. CAAT may temporarily suspend use of the Facility for up to 30 days during any calendar year by providing written notice to the District at least 30 days prior to the desired commencement date of any such suspension. If CAAT fails to provide proper written notice in accordance with this provision, the District may, in its discretion, continue to charge CAAT the routine use fees as described in Section 10 below.

- G. The District may temporarily suspend CAAT's use of the Facility in the event that circumstances beyond the District's control should arise which prevent use of the Facility. To the extent possible, the District agrees to provide written notice to CAAT upon the occurrence of such event, or as much notice as possible. CAAT shall not be responsible for payment of any facility use fees during any period of suspended use.

**6. Facility Usage Areas (Subject to limitations in Section 5.1.D):**

**6.1. Lap Lanes:**

- A. During School Time : (Last Week of August through Second Week of February):

**M,W,F** 5:30-7pm (5 Lanes)

**T/TH** 5:30-7pm (5 Lanes), 7-8pm (6 Lanes)

**SAT** 7am-Noon (6 Lanes)

- B. During Non-School Peak Time:

**M,W,F** 3:30-5:30pm (6 Lanes), 5:30-7pm (5 Lanes)

**T/TH** 3:30-5:30pm (6 Lanes), 5:30-7pm (5 Lanes), 7-8pm (6 Lanes)

**SAT** 7am-Noon (6 Lanes)

**Note-If the High School Boys or Girls Swim Season ends early, or during Winter (School) Break the District will work with CAAT to transition to off-season schedule.**

**6.2. Storage:**

- A. The District agrees to work with CAAT to provide storage in areas designated by the District subject to the terms of the Storage Space Agreement attached as Addendum 3.

**7. Swim Meets:**

- 7.1. The District will provide access starting at 7:00am on all race days to CAAT. The hourly swim meet facility usage fee shall commence at 7 am for each day of the swim meet. The hourly rate concludes when CAAT exits the Facility or the standard closing time for the Facility, whichever is later.
- 7.2. Only people authorized by CAAT or the District, who are assisting with the swim meet, will be allowed on the pool deck area during swim meets.



7.3. Consuming food and drinks is only allowed in the north spectator area or lobby. No glass containers are ever allowed inside the Facility.

7.4. CAAT is solely liable for any issues arising from CAAT sales vendors and/or food sales operations that occur during swim meets. It is the responsibility of CAAT to ensure all food workers and operations are in compliance with all city, county and state licensing regulations and King County Health regulations. CAAT is responsible to ensure all on-site vendors obtain and maintain liability insurance that names the District as an additional insured.

7.5. CAAT acknowledges that if the Facility is rented during these timeframes, it is solely responsible for security and storing any equipment or other items related to the swim meet. If the Facility is not rented during any part of these timeframes, CAAT shall be permitted to leave equipment and other swim meet related items on the Facility deck area(s) and CAAT will not be charged any facility rental fee during such times. The District is not responsible or liable for any items left over night during the swim meets.

7.6. Any specialized equipment solely owned by CAAT and used during swim meets, shall be removed at the conclusion of the swim meet. The District is not responsible for any equipment solely owned by CAAT that remains at the Facility at the conclusion of the meet.

**8. Special Events:**

8.1. Any events outside of swim practices and swim meets will require CAAT to complete a separate rental agreement for each event.

**9. Equipment.**

9.1. CAAT agrees to provide its own practice equipment and to remove all such equipment from the pool deck area at the end of each practice. CAAT is solely responsible for maintenance and storage of all such equipment.

9.2. The District and CAAT agree to reasonably cooperate regarding the purchase and maintenance of equipment specifically used for swim meets, including starting blocks and timing equipment. It is understood by both Parties that CAAT may choose to participate in the costs for purchasing such equipment depending on the CAAT budget.

10. **Use Fees.** CAAT's use fees will be based upon the District rate schedule, subject to change on an annual basis. Addendum #2 is the current 2018 rate schedule.

10.1. **Swim Meet Fees:** CAAT's swim meet fees will be based upon the District rate schedule for whole Facility rental, subject to change on an annual basis. Addendum #2 is the current 2018 Lane Rental rate schedule. The District agrees that CAAT may host up to 3 swim meets per year upon the provision of

at least 90 days advance notice. Approval of additional swim meets will be at the discretion of the District based upon programming and availability.

10.2. The District will issue a written invoice to CAAT within 5 days of the end of the month. CAAT agrees to pay the invoice within 10 days of receipt thereof.

11. **Dispute Resolution.** If any issues or conflicts arise during the contract period, CAAT agrees to first work with the District's Aquatics Manager toward resolution. If no resolution is found, CAAT may then communicate with the District General Manager to resolve the issue. The first point of contact shall be the Aquatics Manager for CAAT coaches and Board members.

11.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation process outlined above, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

11.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. The prevailing party in the arbitration, shall be entitled to its reasonable attorney fees and costs including expert witness fees.

11.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

11.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12. **Insurance.** CAAT shall procure and maintain for the duration of this Agreement, insurance against claims for bodily injury, personal injury and/or damage to property, and sexual molestation that may arise from or in connection with the use of the Facility.

12.1. CAAT shall provide a certificate of insurance evidencing:

- (i) General Liability insurance at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, products-completed operations and contractual liability. THE DISTRICT shall be named as an insured on CAAT General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate. General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. Abuse and Molestation coverage shall be written with minimum limit of \$1,000,000.

12.2. The insurance policy shall contain or be endorsed to contain that CAAT's insurance coverage shall be primary insurance as respect to the District. Any insurance, self-insurance, or self-insured risk pool coverage maintained by the District shall be excess of CAAT's insurance and shall not contribute with it.

12.3. No Limitations: CAAT's maintenance of insurance as required by the agreement shall not be construed to limit the liability of CAAT to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

12.4. If CAAT maintains higher insurance limits than the minimums shown above, the District shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by CAAT, irrespective of whether such limits maintained by CAAT are greater than those required by this contract or whether any certificate of insurance furnished to the District evidences limits of liability lower than those maintained by CAAT.

12.5. CAAT shall provide a certificate of insurance evidencing the required insurance and an endorsement naming the District and Highline School District as additional insured, before using the Facility and each year thereafter. CAAT will provide copies of entire insurance policies to the District upon request.

13. **Disclaimer.** It is understood and agreed that the District shall in no event be construed or held to be a partner, associate or joint venture with CAAT in the use of the Facility, nor shall the District be held liable for any debts incurred by CAAT in any way connected with the use of the Facility, and that the relationship of the Parties is and at all times shall remain that of the District being owner of the Facility and CAAT having use of the Facility.



14. **Notices.** Any demand or notice which either Party shall be required, or may desire, to make upon or give to the other Party shall be in writing and shall be sent by prepaid certified United States mail, return receipt requested, or in the alternative may be given by personal service to an authorized representative of the Party to be served, addressed to the respective Parties as follows:

**THE DISTRICT:**

Des Moines Pool Metropolitan Park District  
22015 Marine View Dr. #2B  
Des Moines, WA 98198

**CAAT:**

Central Area Aquatics Team  
P.O. Box 22564  
Seattle, WA 98122

- 14.1. Either Party may, at any time, change the address to which notice shall be given by giving a written notice thereof to the other Party as above provided. Notice or demand by prepaid certified mail addressed as aforesaid shall be deemed to be fully communicated upon three business days after time of mailing.
15. **Non-Waiver.** The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
16. **Amendments.** This Agreement may not be amended or modified except upon written agreement of the Parties hereto.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and CAAT and shall supersede any and all previous negotiations, arrangements, agreements or representations, if any, between the Parties hereto.
18. **Attorney Fees and Costs.** In the event of a dispute over any terms or conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and costs.
19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
20. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other
21. **Indemnification.** CAAT shall defend, indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for bodily injury, personal injury, player vs. player injury or death of any person, or for loss or damage to property, which arises out of the use of

the Facility or from any activity, work or things done, permitted, or suffered by CAAT in or about the Facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District. CAAT will be responsible for any damages arising out of or related to its use of the Facility for events and practices, including, without limitation, damage occasioned by CAAT or any of its Members, employees, volunteers, invitees, guests or anyone else who may be present at the Facility for any such events or practices. CAAT may be invoiced by the District for all damage.

IN WITNESS WHEREOF, the Parties hereby agree to the terms and conditions of this Agreement:

**Des Moines Pool Metropolitan Park District** \_\_\_\_\_

By: \_\_\_\_\_

**Toni Overmyer**

*Board President*

**Des Moines Pool Metropolitan Park District**

By: \_\_\_\_\_

**Jim Hong**

*President*

**Central Area Aquatics Team (CAAT)**

**Addendum #1**  
**Pool Facility Rules**

In order to facilitate use of the Mount Rainier Pool and to ensure a safe and healthful environment for all concerned, the following conditions of use must be adhered to:

1. An authorized USA Swimming Coach must be on deck at all times when the Facility is being used by CAAT. Certification must be in accordance with USA Swimming regulations.
2. CAAT Members, family members and spectators are subject to all Facility Rules.
3. CAAT Members shall be supervised at all times by CAAT coach/staff while inside the Facility and Pool area.
4. CAAT Members may not enter locker rooms more than fifteen (15) minutes before their designated swim time and Members will exit the locker rooms within 20 minutes of the end of the designated swim time. Proper behavior is also required during use of the Facility.
5. CAAT is to ensure that swimmers take showers immediately prior to entering the water.
6. Proper use of kick boards is required. There will be no throwing, submerging, sitting, standing on or hitting the kick boards on things such as the walls or the water.
7. There will be no diving except off the starting blocks. USA Swimming guidelines on proper progressive training by coaches required. Coaches will maintain positive line of sight supervision of starting block diving at all times.
8. Any repairs to damaged Facility items as a result of CAAT Members shall be charged to CAAT.
9. Swim Club Members must obey all posted Facility Rules, including, without limitation:
  - a. No Running No Pushing No Spitting
  - b. Shower first: head to toe
  - c. Feet first entry only
  - d. No Diving except on starting blocks with direct coach supervision during swim practice times.
  - e. No glass in Facility
  - f. No food or drink except in bleacher area
  - g. Containers with water only are allowed on pool deck
  - h. No hanging or sitting on lane lines or safety ropes

**Addendum #2**  
**2018 Pricing Schedule**

<b>CONTRACTED RENTAL PRICING</b>	<b>Rate Structure</b>	<b>Price</b>
<b><u>Facility Rental Rates (Swim Meets):</u></b>		
Whole Facility + Staffing (District Discretion)	Per Hour	\$200.00
<b><u>Lane Rental Rates (Includes Guard on Deck):**</u></b>		
Peak Rental Pricing*	Per Lane/Per Hour	\$16.50
Non-Peak Rental Pricing*	Per Lane/Per Hour	\$15.00
<b><u>Storage Rates:</u></b>		
Equipment Room, Floor**	Per Sq. Ft./Per Month	\$2.50
Equipment Room, Storage**	Per Sq. Ft./Per Month	\$2.50
Under Bleacher Storage**	Bin/Per Month	\$10.00
Storage (External Storage Unit)**	Per Sq. Ft./Per Month	\$5.00
Security Deposit		\$100.00
<b><u>Bulkhead:</u></b>		
Bulkhead Moving Rate	Cost Per Move	\$50.00

\*Peak pricing is between 3-7pm, Monday through Friday. All Other open hours is non-peak.

\*\*Storage space within facility is considered public. Storage space in unit is private and will not be shared with public.

\*\*\*Movement of the bulkhead requires two staff to move the unit, which can take up to an hour. It also puts additional strain on tile work below.

### **Addendum #3 Storage and Equipment**



Des Moines Pool  
Metropolitan Park District



#### **ADDENDUM #3 – Storage Agreement**

Organization: \_\_\_\_\_ Non-Profit ID #: \_\_\_\_\_

Name of Person in Charge: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Ending: 30 DAY WRITTEN NOTICE BY EITHER PARTY

**Storage Area(s) and Rates of Facility Requested:**

Storage Area	Square Footage Used	Rates	Total
Equipment Room, Floor*		\$2.50 sq. ft./month	
Equipment Room, Shelving*		\$2.50 sq. ft./month	
Under Bleacher Storage**		\$10 bln/month (4'*4')	
Storage Unit***		\$5 sq. ft./month	
Security Deposit		\$100.00	
<b>TOTALS</b>			

The Des Moines Pool Metropolitan Park District is prohibited by state law from providing free storage space to any private entity. Accordingly, the rates set forth above shall apply to all Tenant use of storage space. In addition, Tenant shall be responsible for payment of the leasehold excise tax of (currently 12.84 percent) of the rent due under this Agreement.

\*Equipment Room: Storage for the equipment room is broken into flooring and shelving pricing.

\*\*Under Bleacher Storage: Storage under the bleachers is limited to rolling containers based on availability.

\*\*\*Storage Unit: This unit is based on space available. Storage in this area is limited and is secure.

**Rental Space:**

The Des Moines Pool (hereinafter referred to as "Owner") hereby leases to Tenant and Tenant hereby leases from Owner the Storage Space(s) set forth above (hereinafter referred to as "Storage Space") at the rate of rental set forth above, and subject to all terms and conditions of the rental Agreement as contained herein. Owner is not in the warehouse business, nor in the business of storing personal property for a fee. Under no circumstances shall Owner be deemed to be a bailee or other type of custodian of Tenant's personal property. Owner's employees are not authorized to provide any services to Tenant on behalf of Owner. Should Owner's employees provide services to Tenant at Tenant's request, Owner's employees shall be deemed to be acting as agents of Tenant. Tenant agrees that, during the term of the Storage Agreement, Owner shall have the right to relocate Tenant's stored property to other locations within the premises, at Owner's sole discretion. Tenant shall not have the right to store any items that Tenant that are unlawful to be possessed by Tenant, nor shall Tenant store

any flammable, explosive, or hazardous materials.

**Period of Occupancy:**

The Period of Occupancy created by this Rental Agreement shall begin as of the date of the formal rental agreement with the Tenant. Rent is not pro-rated for early move out. Owner or Tenant may terminate the Period of Occupancy created hereunder by delivering written notice to the other party of its intention to do so at least fifteen (15) days. Any property left in the Storage Space after the last day of the month in which the Period of Occupancy terminates shall be deemed abandoned by Tenant. After said date, Owner may retake possession of the Storage Space and consistent with Owner's lien rights outlined below dispose of the contents therein without notice or liability to the Tenant.

**Payment:**

All storage rates will be included in the quarterly billing.

**Lien:**

Tenant gives and grants to Owner a lien upon all personal property of every kind and description now or hereafter to be placed or installed in the Storage Space. Tenant agrees that in the event of any failure on the part of Tenant to comply with each and every condition of this Storage Agreement, Owner may take possession of and sell Tenant's property in any manner provided by law, and may apply the proceeds against any amounts owing under the Storage Agreement including Owner's collection costs and reasonable attorney fees.

**Security Deposit:**

The security deposit paid by you shall be held by Owner, without interest, and shall be refunded to you within two weeks after the termination of the Period Occupancy. Any unpaid charges, cleaning fees, costs of repair or other reasonable charges shall be deducted from the security deposit. If Tenant fails to give proper notice, or if the unit is not empty and clean, a minimum of \$50.00 cleaning fee will be deducted from the security deposit.

**Liability/Insurance:**

This Storage Agreement is made upon the express condition that the Owner shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including Tenant, or any property of any kind whatsoever, and to whomsoever belonging, including Tenant, from any cause or causes whatsoever, while in, upon, or in any way connected with the Storage Space, during the term of this Storage Agreement. Owner shall not be responsible for the theft or damage, if any to such property caused by fire, water or from any cause or casualty whatsoever. Tenant agrees to save and hold Owner harmless from any liability, loss, cost, or obligation on account of or arising out of any such injuries or losses however occurring.

Tenant agrees to waive any rights of subrogation that any third party may assert as a result of damage to the stored property. In the event Tenant suffers loss or damage for which Owner could be held liable and carries a policy or policies of insurance covering such loss or damage, Tenant expressly waives any rights of subrogation that the insurance carrier may assert against Owner as a result of such damage.

The property stored, or to be stored is not insured by the Owner against loss or damage and Tenant is solely responsible for any loss or damage to Tenant's property while stored. Tenant shall, at Tenant's sole expense maintain insurance coverage in the amount acceptable to Owner on the property stored in the Storage Space, and shall provide Owner with a certificate of insurance documenting such coverage.

**Miscellaneous:**

- A. Tenant is aware that management staff are not available outside of normal office hours and all inquiries, issues, or questions can be addressed during those hours ONLY.
- B. Storage access hours is limited to pool hours only. Access to storage units after hours is strictly prohibited.
- C. If any provision of the Rental Agreement is declared illegal, unenforceable, or otherwise invalid, such declaration shall not affect the validity of the remaining provisions of the Rental Agreement.
- D. All the provisions herein shall apply to, bind and obligate the heirs, personal representatives, successors, assigns, agents and representatives of the parties hereto.
- E. No express or implied waiver by Owner of any breach or default by Tenant shall constitute a waiver of any additional or subsequent breach or default by Tenant, nor shall it be waiver of any of Owner's rights hereunder.
- F. No subletting of the Storage Space or any portion thereof or assignment of this Rental Agreement by Tenant is permitted.
- G. This Rental Agreement contains the entire agreement between the parties hereto and supersedes any prior written or oral agreements. No amendment or alteration hereto shall be binding unless set forth in writing and signed by both Owner and Tenant.

Applicant:

By:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Addendum #4**  
**Covered Activities**  
**U.S.A Swimming**

***Insured Activities-OTHER INSURED ONLY: (Inclusive)***

The insurance afforded by this policy applies to any Other Insured for insured activities. Insured activities are defined as:

- Swimming meets that have been issued a written meet sanction or a meet approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. national rules in which members and non-members may compete. USA Swimming, Inc. member clubs that enter host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all athletes or participants and coaches are members of USA Swimming, Inc.
- Swimming practices, dryland activities and learn to swim programs where all swimmers or participants are registered as athlete members of USA Swimming or USMS and which are conducted under the direct and active supervision of a USA Swimming member coach. Dryland (on-land) activities events are not training, timing, electronics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- United States Swimming, Inc. Swim-A-Thon® fund raising activity which clubs can purchase for lap-a-thons.
- Approved social events and approved fund raising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- Swimming Tryouts. Swimming tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty (30) consecutive days in a twelve (12) month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- Lifeguarding services provided by club employees, group members or volunteers for the benefit of the club only. Individuals must be lifeguard certified.
- Office Premises liability for LSCs and Member Clubs.
- STSI, CPR, and lifeguard Certificates of USA Swimming member coaches done by a USA Swimming member coach(es) that is a member representative of one of the approved agencies listed on the USA Swimming STSI In Water Skills Checklist.



