

**RESOLUTION NO. 36-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF PACIFICA AND THE PACIFICA SEA LIONS AQUATICS CLUB (“PSLAC”) FOR THE USE OF THE JEAN E. BRINK POOL LOCATED ON THE CAMPUS OF OCEANA HIGH SCHOOL AT 401 PALOMA AVENUE, PACIFICA, CALIFORNIA**

**WHEREAS**, City operates aquatic programming at the Jean E. Brink Pool located at 401 Paloma Avenue, Pacifica, California, depicted in Exhibit A in the Agreement attached hereto (“Pool”); and

**WHEREAS**, the City maintains joint use of the Pool with Jefferson Union High School District pursuant to an MOU dated June 11, 2011; and

**WHEREAS**, the Pacifica Sea Lions Swim Team was formed in 1964 under the auspices of the City of Pacifica’s Parks, Beaches and Recreation Department and the City has been responsible for collecting all revenue and was responsible for all expenses incurred by the PSLAC relating to the swim team; and

**WHEREAS**, in 1999, the Pacifica Sea Lions parent board established the PSLAC as a 501(c)(3) for the purpose of further supporting the efforts of the swim team; and

**WHEREAS**, PSLAC and City desire that PLAC should be responsible for collecting all revenue and all expenses incurred by the PSLAC and that the City no longer have any administrative role in the general operations of the swim team; and

**WHEREAS**, PSLAC desires to continue to use the Pool for training and inter team competitions for its swim team as well as storage of its swim equipment; and

**WHEREAS**, the City and PSLAC desire to implement a License Agreement with PSLAC for use of the Pool.

**NOW, THEREFORE, THE PACIFICA CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:**

1. This license agreement is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment and if a “project,” is exempt under the “common sense” exception (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that this action may have a significant effect on the environment.

2. The City Council hereby approves the License Agreement with PSLAC in substantially in the same form attached hereto as Agreement.
3. The City Manager is hereby authorized to execute the License Agreement in the form attached hereto as Agreement, with minor revisions that may be approved by the City Manager and City Attorney, and to execute any other necessary documents to effectuate the terms of the License Agreement and take all steps necessary to carry it into effect.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Pacifica, California, held on the 28<sup>th</sup> day of June 2021, by the following vote:

**AYES**, Councilmembers: Beckmeyer, Bier, Bigstyck, O'Neill, Vaterlaus.

**NOES**, Councilmembers: n/a.

**ABSENT**, Councilmembers: n/a.

**ABSTAIN**, Councilmembers: n/a.



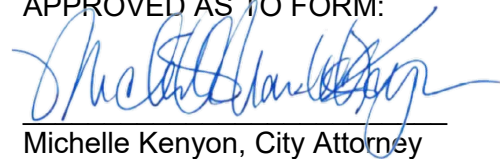
\_\_\_\_\_  
Sue Beckmeyer, Mayor

ATTEST:



\_\_\_\_\_  
Sarah Coffey, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Michelle Kenyon, City Attorney

# **ATTACHMENT A**

**JEAN E. BRINK POOL LICENSE AGREEMENT BETWEEN THE  
PACIFICA SEA LIONS AQUATICS CLUB  
AND THE CITY OF PACIFICA**

This License Agreement ("Agreement") is made and entered into as of July 1, 2021 ("Effective Date") by and between the Pacifica Sea Lions Aquatics Club ("PSLAC"), a 501(c)(3) organization and the City of Pacifica, a California municipal corporation (the "City") for the use of the Jean E. Brink Pool located on the campus of Oceana High School at 401 Paloma Avenue, Pacifica, California. The City and PSLAC shall be referred to individually as "PSLAC" or "City" or collectively as "Parties".

**I. RECITALS**

WHEREAS, the City maintains joint use with the Jefferson Union High School District of an indoor swimming pool, the Jean E. Brink Pool facility, located at 401 Paloma Avenue, Pacifica, California, more specifically described in the diagram attached hereto and hereinafter incorporated by reference as Exhibit A (the "Pool") pursuant to an MOU dated June 11, 2011; and

WHEREAS, the Pacifica Sea Lions Swim Team was formed in 1964 under the auspices of the City of Pacifica's Parks, Beaches and Recreation Department and the City has been responsible for collecting all revenue and was responsible for all expenses incurred by the PSLAC relating to the swim team; and

WHEREAS, in 1999, the Pacifica Sea Lions parent board established the PSLAC as a 501(c)(3) for the purpose of further supporting the efforts of the swim team; and

WHEREAS, PSLAC and City desire that PSLAC should be responsible for collecting all revenue and all expenses incurred by the PSLAC and that the City no longer have any administrative role in the general operations of the swim team; and

WHEREAS, PSLAC desires to continue to use the Pool for training and inter team competitions for its swim team as well as storage of its swim equipment.

**II. AGREEMENT**

NOW, THEREFORE, based on and in consideration of the mutual promises and agreements contained herein and the recitals set forth above and incorporated in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The Parties agree that the foregoing recitals are true and correct and are hereinafter incorporated as terms of this Agreement.
2. **License**. The City issues to PSLAC a revocable, non-exclusive license ("License") to utilize the Pool and all common areas of the Pool which are as follows: lobby, Men's Locker Room, Women's Locker Room and stairwells (Collectively the "Common Areas") as well as the storage closet in mezzanine near bleachers above Women's Locker Room, and one (1) storage shed located on the far side of the Pool (Common Areas, storage closet and shed shall be hereinafter collectively referred to as the "Licensed Area") for swim team practices, team social/fundraising functions, and meets and no other purpose. The License for the Licensed Area is limited to the usage expressly allowed and described in this Agreement.

- 2.1 **Operational Requirements.** PSLAC acknowledges that the grant of the License is subject to the following conditions and PSLAC agrees to comply at all times with such conditions:
- 2.1.1 PSLAC may only use the Licensed Area for swim team practices (“Practices”) or inter team competitions (“Swim Meet”) during the Term of this Agreement on those dates and times agreed upon in advance by the Parties.
  - 2.1.2 PSLAC shall only occupy the Licensed Area and shall not utilize any equipment or other non-common areas of the Pool, including the Office during Practices or Swim Meets. Team may utilize lobby computer and printer when available for emergency purposes only with prior approval of City staff.
  - 2.1.3 PSLAC coaches, staff, team members and parents are not permitted to enter the Pool more than 45 minutes prior to a scheduled Practice or the evening before a scheduled Swim Meet.
  - 2.1.4 PSLAC Practices may utilize all 10 lanes of the pool. Times for PSLAC Practices will normally be from 4 pm to 7 pm Monday through Friday (15 hours per week as available) except major holidays (as defined by the City of Pacifica). Should these times come into conflict with other activities hosted at the Pool by the City or any maintenance emergencies that may arise, the aquatics coordinator will contact PSLAC to arrange a make-up time for the practices missed subject to availability of the Pool.
  - 2.1.5 PSLAC shall not permanently affix any equipment, machines, structures or signs without prior approval to the Licensed Area.
  - 2.1.6 The permission authorized herein to utilize the Licensed Area may be revoked by the City at any time, pursuant to Section 6. No grant of an easement or other interest in land is intended by this Agreement.
3. **City Provided Equipment and Maintenance.** All lifesaving equipment such as rescue tubes, backboard, AED, bag valve mask, all first aid supplies, etc., shall be provided by the City of Pacifica. During the Term of this Agreement, the City shall maintain the Pool in good condition and provide custodial services and supplies. One City paid staff member shall be on the premises at all times during PSLAC scheduled Practices. PSLAC will ensure that at least one certified coach (as described in Section 8.1) is on the Pool deck at all times during Practice times. The City will not provide a lifeguard certified by the American Red Cross or American Lifeguard Association for PSLAC Practices unless specifically requested, two weeks prior to the Practice. If requested by PSLAC, PSLAC shall pay for the City lifeguard at the hourly rate based on the current Council approved Part Time Salary Schedule.
4. **Term.** Subject to the terms and conditions of this Agreement, the License granted pursuant to Section 2 above shall commence on the Effective Date and shall continue until and expire on the date, which is June 30, 2026 (the "Termination Date"), unless terminated prior to the Termination Date in accordance with Section 6.

5. **Fees.** PSLAC will pay the City of Pacifica for the Term of the Agreement as follows:
  - 5.1 **Monthly Rate.** PSLAC shall pay the City \$3,500 per month for the first 6 months of this Agreement and \$3,900 per month for the remainder of the initial year. (“Base Monthly Rate”).
    - 5.1.1 On July 1 of each year commencing on July 1, 2022 and every year thereafter, the Base Monthly Rate shall be increased by a percentage not to exceed 10%, which shall be based on the Consumer Price Index, San Francisco Area as reported by the United State Department of Labor, Bureau of Labor Statistics (“CPI Index”).
    - 5.1.2 On and after July 1, 2022, PSLAC shall pay the Base Monthly Rate as increased annually by the CPI Index, in accordance with this Section every month for the duration of the Agreement or until the Agreement is terminated pursuant to Section 6.
  - 5.2 **Swim Meets.** PSLAC shall pay the City at a rate of \$125/hour for swim meets. This fee is exclusive of the JUHSD swimmer impact fee.
  - 5.3 **Monthly Pool rental fee** shall be paid within fifteen (15) days of the date of invoice issued by the City to the following address:
  - 5.4 Any additional Pool usage is subject to the standard rental rates as dictated by the City’s Master Fee Schedule and will be invoiced accordingly.
  - 5.5 Any request for a lifeguard is subject to the hourly rates as dictated by the City Council and will be invoiced accordingly.
  - 5.6 All fees described herein shall be paid to the following:
 

City of Pacifica  
Attention: Parks, Beaches and Recreation Department  
Aquatics Division  
170 Santa Maria Blvd  
Pacifica, CA 94044
6. **Termination.** City may terminate this Agreement at any time, without cause, upon sixty (60) business days’ prior written notice to PSLAC of such intent. PSLAC may terminate this Agreement, at any time, without cause, upon ninety (90) calendar days with prior written notice of such intent.
7. **Damage to Pool.** PSLAC shall be responsible for and shall reimburse the City for the costs to repair any damage to the Pool caused by PSLAC or any affiliate of PSLAC, including teams or clubs competing at swim meets hosted by PSLAC.
8. **Compliance with Safety Procedures.** PSLAC shall ensure compliance with the following during the Term of this Agreement.
  - 8.1 All applicable rules, regulations health and safety procedures of the Jean E. Brink Pool and the City of Pacifica must be adhered to during use of the Pool

including, but not limited to, PSLAC's hiring of all coaches, which must hold certified USA Swimming Coach certification, and a current certified lifeguarding certificate, which includes CPR/First Aid.

- 8.2 The occupancy of the Pool making sure that the entire facility does not exceed 637 persons during swim meets.
  - 8.3 PSLAC will provide one parent volunteer to supervise the inside of the Restroom Facility during all swim meets.
  - 8.4 Public Rules and Regulations for use of the Pool, which are attached hereto and hereinafter incorporated by reference as Exhibit B.
  - 8.5 Any applicable COVID-19 guidelines or orders set by the State of California Health Department and/or the County of San Mateo for the remainder of the COVID-19 pandemic.
9. **Miscellaneous.** The City shall include one 1/4-page ad in the City of Pacifica Parks, Beaches and Beaches Activity Guide. Additional advertising is based on availability and can be purchased for an additional fee established by the City of Pacifica Parks, Beaches and Recreation Department.
10. **Indemnity and Hold Harmless.** PSLAC agrees to indemnify, defend, protect and hold harmless City and its respective officials, officers, employees, volunteers and agents (individually and collectively, "Indemnitees") from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which may arise from, or otherwise occur as a result of PSLAC's use of the Licensed Area under this Agreement, including any injuries or death that may occur during PSLAC's use of the Licensed Area, except to the extent that any such Claims are the result of the recklessness or willful misconduct of the City, its officers, agents, or employees.

The provisions of this section will survive the expiration or earlier termination of this Agreement.

- 10.1 **Insurance.** PSLAC shall procure and maintain at all times during the Term of this Agreement, a policy of general commercial liability insurance with insurers licensed to do business in the State of California and with a Best's rating of no less than A: VII. Said liability policy shall have limits of not less than \$1,000,000 single limit coverage and \$5,000,000 aggregate coverage. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by PSLAC in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
- 10.2 **Policy Terms.** Concurrently with execution of this Agreement, PSLAC shall provide City with Certificates of Insurance evidencing that PSLAC has

obtained or maintains the insurance required by this Section. The Certificates shall be on forms acceptable to City. PSLAC shall also furnish City with original endorsements with the following documentation:

- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification thereof from PSLAC by United States mail;
- Providing that PSLAC's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
- Naming City, its City Council, boards, commissions, committees, officers, employees and agents as well as Jefferson Union High School and its boards, commissions, committees, officers and employees as additional insureds ("Additional Insureds"); and
- Providing that for any claims relating to PSLAC, PSLAC's insurance coverage shall be primary insurance with respect to City and that any insurance or self-insurance maintained by City shall be in excess of PSLAC's insurance and shall not be contributory with it.
- It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

11. **Entire Agreement.** This Agreement, including all exhibits, is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the matter contained in this Agreement. Any waiver, modification, consent, or acquiescence with respect to any provision of the Agreement shall be set forth in writing and duly executed by both parties. No waiver by any party or any breach hereunder shall be deemed a waiver of any other subsequent breach.
12. **Assignment.** PSLAC shall have no right to assign, sublicense, or otherwise transfer its rights hereunder.
13. **Notices.** All notices that may be or are required to be given by either party to the other hereunder shall be in writing. All notices hereunder shall be sufficiently given, made, or



delivered if served personally or by certified or registered mail, postage prepaid, addressed as follows:

Pacifica Sea Lions Aquatics Club  
Attn: Club President  
board@pacificasealions.com

City of Pacifica:  
Parks, Beaches and Recreation Dept.  
Attn: Director of Parks, Beaches and Recreation  
170 Santa Maria Avenue  
Pacifica, CA 94044

14. **Parking.** This agreement does extend to the parking lot adjacent to the pool facility as available.
15. **Authority to Execute.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations.
16. **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, and successors of the parties.
17. **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by the Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
18. **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
19. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
20. **Venue.** In the event of litigation between the parties, venue in state trial courts will be in the County of San Mateo. In the event of litigation in a U.S. District Court, venue will be in the Northern District of California.

IN WITNESS WHEREOF, the parties have executed this Use Agreement as of the day and year first above written.

CITY OF PACIFICA:  
A California Municipal Corporation:

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Kevin Woodhouse

City Manager

PACIFICA SEA LIONS AQUATICS CLUB:

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Jenson Wong  
Board President

ATTEST:

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Sarah Coffey, City Clerk

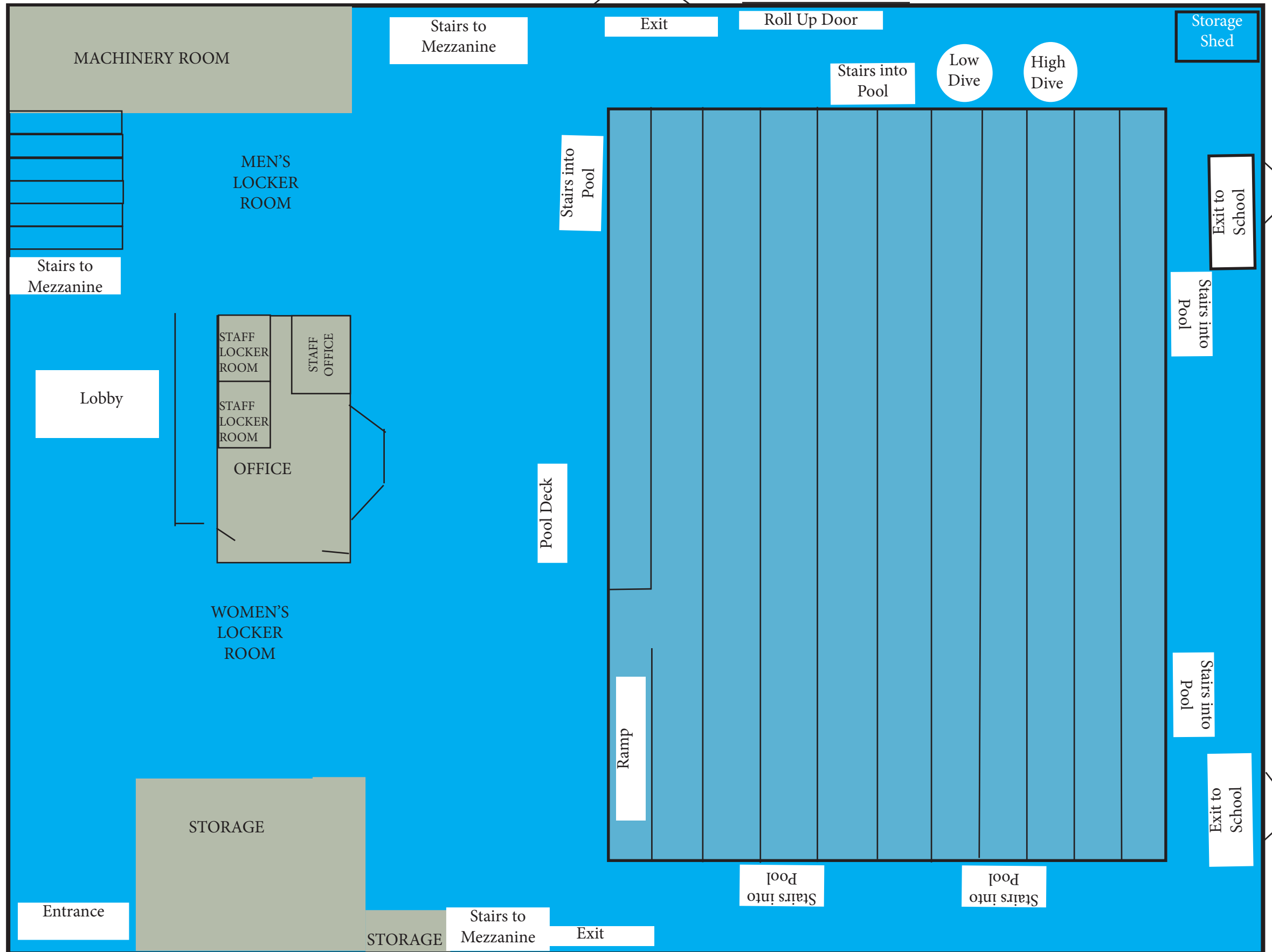
APPROVED AS TO FORM

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Michelle Marchetta Kenyon, City Attorney

# JEAN E BRINK POOL

INCLUDED IN THE LICENSED AREA FOR PSLAC PRACTICE USAGE



Drawing Not to Scale

EXHIBIT B  
[RULES, REGULATIONS, HEALTH AND SAFETY PROCEDURES]

**Code of Conduct for City of Pacifica**  
**Jean E. Brink Pool**

The City of Pacifica's Parks, Beaches and Recreation Department is committed to ensuring that all visitors have a positive and safe experience when using the Jean E. Brink Pool. This policy is designed to ensure that the Jean E. Brink Pool serves its primary purpose, which is to create a safe environment for participants to enjoy a variety of aquatics programs and services. These programs are designed to foster the well-being of participants and promote health and wellness, recreation, and public safety. This policy may regulate illegal or disruptive behavior, noise, offensive odors, health, sanitation hazards, appropriate use of the pool facilities, and bringing possessions, materials, or objects into the pool which are likely to interfere with its use by others. This policy may not unfairly or unlawfully restrict access to the pool by any person or group. The Jean E. Brink Pool staff reserves the right to modify enforcement of the following provisions in order to accommodate an individual's reasonable needs or special circumstances.

**BEHAVIORS THAT ARE NOT ACCEPTABLE AND/  
OR ARE PROHIBITED BY LAW**

1. Engaging in or threatening physical assault or engaging in abusive or threatening behavior; threatening or harassing other individuals, pool staff and/or volunteers.
2. Disruptive behavior or behavior that threatens the safety or comfort of others, including but not limited to: running, jumping, spitting, splashing, horseplay, bringing or throwing inappropriate materials or objects into the pool, loud conversations on cell phones or in person, or other disruptive noises.
3. Damage, destruction, or theft of City of Pacifica property or personal property of participants, staff or volunteers, tampering with computer hardware and/or software, and other illegal activities including but not limited to: graffiti, vandalism, smoking inside pool facilities.
4. Failing to follow lifeguard, program-instructor, staff or volunteer directions.
5. Removing items from and/or rummaging through belongings in lockers in the locker room occupied by other swimmers.
6. Possessing, consuming or being under the influence of illegal drugs or alcohol inside the Jean E. Brink Pool facilities.
7. Entering staff office areas without an invitation from staff.
8. Failing to wear swim attire designed for water sports while using the pool. Participants

with special needs or circumstances preventing them from wearing traditional swim attire may be given reasonable accommodations by the Jean E. Brink Pool staff. Young children not potty trained must wear an appropriate swim diaper.

9. Bringing animals or pets into the Jean E. Brink Pool. Service animals are accepted.
10. Using public internet access points, including wireless internet and city computers, for any illegal, inappropriate or offensive activity. The Jean E. Brink Pool adopts the City of Pacifica Wi-Fi User Agreement Policy in total. Any use of public internet points or computers is undertaken subject to the prohibitions and requirements of that policy including the prohibitions on storing, transmitting, viewing, or printing vulgar, illegal, lewd, pornographic, hateful, defamatory or objectionable images or content.
11. Solicitation within the Jean E. Brink Pool facilities.

### **Discipline Guidelines**

When a participant violates this policy, staff may ask the participant to leave the Jean E. Brink Pool with or without warning, may contact law enforcement if necessary, and may suspend the participant from use of the pool. In addition, the City of Pacifica may pursue remedies under federal, state, or local law where applicable. Staff will consider guidelines to determine the length of any suspension. Threatening or violent behavior may result in a suspension even if it is the participant's first offense. All disciplinary actions are at the discretion of the City of Pacifica Parks, Beaches & Recreation Department Staff and City Administration.

#### **1st Offense: Verbal Warning**

Staff will give the participant a verbal warning, inform the participant of the relevant conduct policy, and warn the participant that continued violation of the policy may result in an extended suspension of pool privileges. For severe first violations, the participant may be asked to leave the Jean E. Brink Pool immediately. Staff will document this occurrence on an "Incident Report."

#### **2nd Offense: Written Warning**

Participant will meet with the Aquatics Coordinator. Staff will provide a written warning to the participant and indicate that a future incident will result in a 30-day suspension from the Jean E. Brink Pool. Staff will record the second offense on an "Incident Report."

#### **3rd Offense: 30-Day Suspension**

Participant will meet with the Aquatics Coordinator. A written notice of suspension of 30 days will be given to the participant outlining the incident(s) and the specific violation(s) of the Jean E. Brink Pool Participant Code of Conduct. Failure to meet with the Aquatics Supervisor will be grounds for a continued suspension. Staff will record the occurrence on an "Incident Report."

**4th Offense: Six-Month Suspension**

Participant will meet with the Aquatics Coordinator and the Recreation Assistant Supervisor. A written notice of six-month suspension will be given to the participant explaining the incident(s) and the violation(s) of the Participant Code of Conduct, including the beginning and end dates of the six-month suspension. Suspension from activities within the Jean E. Brink Pool will not be lifted until the participant has met with the Aquatics Coordinator and the Recreation Assistant Supervisor. Staff will record the occurrence on an “Incident Report.”

**Appeal Process**

Participants have the right to appeal the Aquatic Supervisor’s decision by requesting a meeting with the Department Director within 90 days of a reported incident. To request a meeting, the participant must provide a written request to the Parks, Beaches & Recreation Director’s office:

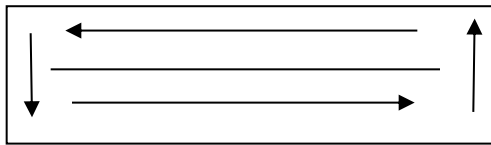
**City of Pacifica  
Parks, Beaches & Recreation Department  
ATTN: Director of Parks, Beaches & Recreation  
170 Santa Maria Blvd, Pacifica, CA 94044**

After a thorough review, City Staff will schedule an appointment with the participant to discuss the situation. Any suspension will remain in effect until the appeal process is concluded or the period of suspension expires.

**CITY OF PACIFICA  
PARKS, BEACHES & RECREATION  
LAP SWIMMING ETIQUETTE FOR ALL SWIMMERS**

For the enjoyment and safety of all our lap swimmers, please be sure to follow these courtesy rules:

1. NO diving into the water! Enter feet first.
2. Swimmers need to share lanes when the pool becomes crowded and utilize the circle swimming method when there are three (3) or more swimmers per lane. If there are two (2) swimmers per lane, you should mutually agree to swim in a straight line using half a lane each. You must verbally coordinate and agree on a swimming method face to face with each swimmer when joining a lap lane.



3 or more swimmers,  
Stay to the right of the center line

3. Swim full laps.
4. If you need to stop, stop at the walls, then move to the corner/side so others may continue swimming.
5. Be aware of other swimmers near you, on either side, or in front of you. It is your responsibility not to swim into, or into the feet of the person in front of you.
6. Staff should not have to be referees. We ask your cooperation so that a courteous and friendly attitude will continue to prevail during our Lap Swim Program.
7. During swimming lessons lap lanes will be reduced to one lane for All Access Members at 6:00pm.

### **SPECIFIC RULES GOVERNING THE USE OF THE JEAN E. BRINK POOL BY PRIVATE GROUPS**

1. All participants and spectators must abide by the pool rules as posted at the facility.
  - 1. Children 6 years and under and less than 48" tall must be accompanied by an adult.
  - 2. Non swimmers must stay in shallow end of pool.
  - 3. Running is not allowed at any place in the facility.
  - 4. Ramp is for entering and exiting the pool only.
  - 5. Personal floating devices, life jackets, glass masks and snorkels are not allowed.
  - 6. Rough play (pushing, shoving, wrestling, grabbing, and spitting) is not allowed. Keep your hands and feet to yourself.
  - 7. Keep off starting blocks.
  - 8. No diving in shallow water. Enter feet first only.
  - 9. Do not hang on lane lines.
  - 10. Lap lanes are for lap swimming only.
  - 11. Gum and candy is not allowed in the water.
  - 12. Glass containers are not allowed in the facility.
2. Tables, food and drink, will be allowed on the pool deck ONLY.  
(Arrangements need to be made in advance)
4. No alcoholic beverages are allowed in or around the facility.
5. No smoking is allowed in the facility.
6. User groups are responsible for clean-up at the end of their activity.
7. The Pool Manager, as supervisor of the facility, will have final say on settling any problems, should they arise.

8. Children 6 & under or less than 48" tall need to be accompanied by an adult in the water.
9. No personal flotation devices are allowed.
10. NO BALLOONS! Our ventilation system could "inhale" the balloons which would cause a costly break down of the system.











# For Signature -- ResolutionNo36-2021\_ApprovingLicenseAgreement-PacificaSeaLions-Approved

Final Audit Report

2021-07-19

Created:	2021-07-08
By:	Sarah Coffey (coffeys@ci.pacifica.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6bUY5Pm6Kn8xZtPYNBuulAjX9rxCcBov

## "For Signature -- ResolutionNo36-2021\_ApprovingLicenseAgreement-PacificaSeaLions-Approved" History

-  Document created by Sarah Coffey (coffeys@ci.pacifica.ca.us)  
2021-07-08 - 10:09:53 PM GMT- IP address: 68.65.68.29
-  Document emailed to Sue Beckmeyer (beckmeyers@ci.pacifica.ca.us) for signature  
2021-07-08 - 10:10:23 PM GMT
-  Email viewed by Sue Beckmeyer (beckmeyers@ci.pacifica.ca.us)  
2021-07-16 - 11:22:24 PM GMT- IP address: 54.215.213.243
-  Document e-signed by Sue Beckmeyer (beckmeyers@ci.pacifica.ca.us)  
Signature Date: 2021-07-16 - 11:23:11 PM GMT - Time Source: server- IP address: 174.202.8.57
-  Document emailed to Sarah Coffey (coffeys@ci.pacifica.ca.us) for signature  
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-  Email viewed by Sarah Coffey (coffeys@ci.pacifica.ca.us)  
2021-07-19 - 3:37:18 PM GMT- IP address: 54.183.176.12
-  Document e-signed by Sarah Coffey (coffeys@ci.pacifica.ca.us)  
Signature Date: 2021-07-19 - 3:37:29 PM GMT - Time Source: server- IP address: 68.65.68.29
-  Agreement completed.  
2021-07-19 - 3:37:29 PM GMT