

**RECREATION PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SAN LUIS OBISPO
AND THE SAN LUIS OBISPO COUNTY Y.M.C.A.**

THIS RECREATION PARTNERSHIP BETWEEN THE CITY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO COUNTY Y.M.C.A., a California Corporation, is in support of common youth recreational activities for the benefit of the community is made and entered into in the City of San Luis Obispo on February 21, 2017 by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as CITY, and THE SAN LUIS OBISPO COUNTY Y.M.C.A., a California Corporation, hereinafter referred to as YMCA.

WITNESSETH:

WHEREAS, the CITY and YMCA desire to continue to offer residents of the City of San Luis Obispo high-quality recreational opportunities in a collaborative fashion; and

WHEREAS, the CITY and YMCA seek to avoid duplication of youth recreational programs and where appropriate to partner in providing access to members of the YMCA to certain City facilities as a member benefit; and

WHEREAS, the CITY desires to maintain a mutually beneficial relationship between the CITY and YMCA as a way to continue to enhance the sense of community for residents; and

WHEREAS, the CITY owns, maintains and programs the SLO Swim Center at Sinsheimer Park and YMCA desires to have access to the SLO Swim Center as a member benefit; and

WHEREAS, the CITY owns, maintains and programs the Ken Hampian Hockey Rink and Multi-Use Court at Santa Rosa Park and YMCA desires to continue to provide a youth roller hockey league as a programmed use of the Hampian Hockey Rink; and

WHEREAS, the CITY through its joint use agreement with San Luis Coastal Unified School District pays for and has access to certain indoor facilities for youth sports activities including basketball, futsal and is willing to coordinate and collaborate with the YMCA to provide shared programming and team activities for youth in those two activities as subject to facility availability through the School District; and

WHEREAS, the CITY owns, maintains and programs the San Luis Obispo Damon-Garcia Sports Field Complex and the YMCA desires to have access to outdoor fields to continue to provide a youth flag football league as a programmed use of the Damon-Garcia Sports Fields Complex; and

WHEREAS, the CITY has determined that partnerships with community organizations to provide shared services to the community are of great benefit and YMCA has expressed a willingness to continue these shared services, in partnership and in cooperation with and assistance from the CITY;

WHEREAS, The CITY pays San Luis Coastal Unified School District an annual fee for the use of district facilities for youth programming and where the programming is shared between the YMCA and the CITY at these district facilities, the YMCA shall assist in offsetting costs associated with youth sport activities by reimbursing the CITY a portion of the revenues collected;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be for four (4) years from March 1, 2017 to February 29, 2020. The terms of this Agreement may be amended upon the mutual written agreement of the parties.
2. **FINANCIAL MANAGEMENT.** The CITY and YMCA agree to a series of terms as outlined below to share in the financial costs associated with recreational programming and the use of City and San Luis Coastal Unified School District facilities for the sole purpose of providing shared youth recreational programming for the mutual benefit of the community. Fees for participation in these shared youth activities or use of facilities shall be collected and remitted by the YMCA to the CITY in accordance with the payment schedules as prescribed below in Section 2. Fees for participation are based on the City of San Luis Obispo recreational fees as adopted by the City Council and the facility use fees charged by the San Luis Coastal Unified School District to the CITY under the adopted Joint Use Agreement. Fees included in this Agreement are subject to change with future Joint Use Agreement modifications and/or as directed by the City Council.
 - 2.1 **PAYMENT FOR SLO SWIM CENTER USE BY YMCA MEMBERS.** The YMCA shall reimburse the CITY for any use of the SLO Swim Center at Sinsheimer Park by its members for its use during lap swim, aqua aerobics, recreational swim and YMCA Summer Camp use. The SLO Swim Center facility use cost recovery shall be as described below.
 - A. The YMCA will pay the CITY for either the equivalent of the daily fee for an adult, youth, or senior OR the monthly fee for adults or seniors if an individual uses the pool more than: 15 times per month for an adult or 14 times per month for a senior and youth for all lap swim, aqua aerobics and recreational swim.
 - B. The YMCA will provide an accounting of each month's YMCA member uses by the 5th of each month via email and the CITY shall invoice the YMCA for these costs. The YMCA shall remit payment of monthly SLO Swim Center invoices within 30 days or receipt.
 - C. YMCA Summer Camps shall pay the equivalent of child swim script fee which is payment for every 9 swimmers and the 10th is "free".
 - 2.2 **PAYMENT FOR KEN HAMPAN HOCKEY RINK USE BY YMCA.** The YMCA shall reimburse the CITY for its use of the Ken Hampian Hockey Rink for the YMCA's youth hockey programs. The hockey rink cost recovery shall be as described below.
 - A. The YMCA shall remit payment to the CITY for three (3) youth hockey seasons.
 - i. The fee associated with the use of the rink is based on 20 hours a week for 10 weeks. Currently, that fee would be \$1010 per season, or \$3,030 annually and ~~shall be included in the payment schedule for youth recreational sports as noted in Section 2.3.~~ It is acknowledged that the base fee of \$5.00 an hour is presently under study and review and could change during the term of this agreement.
 - ii. In recognition of the long-standing partnership and the mutual benefit received by providing facilities at a reduced cost for youth recreational activities, the CITY has agreed to not charge the YMCA the standard lighting fee that is applied to all standard facility rentals. The lighting fee is estimated at \$3,960.00 annually.
 - 2.3 **YOUTH RECREATIONAL SPORT PROGRAMS.** The YMCA shall reimburse the CITY for youth sports programs offered jointly.
 - i. Each agency will assume responsibility for expenses associated with the shared youth sports programs.
 - ii. Regardless of program costs, the YMCA shall reimburse the CITY for youth basketball, futsal, flag football and hockey in accordance with the annual payment amounts as follows:
 - i. 2017: \$28,030
 - ii. 2018: \$33,030

- iii. 2019: \$38,030
- iv. 2020: \$43,030
- iii. The YMCA shall make equal quarterly payments to the CITY on August 1st, November 1st, February 1st and May 1st of each year.
- iv. Should there be a dramatic change in revenues collected for shared youth programming, both parties agree to renegotiate the payment terms set forth in this Agreement.
- v. Sponsorships, donations or grants received for a specific program shall be used for intended program only. Any sponsorships, donations or grants received from either party for specific programs shall not be factored into revenue the calculations for this contract.

3. ROLES AND RESPONSIBILITIES. The City of San Luis Obispo Parks and Recreation Director may authorize periodic modifications, within the scope of his/her financial and/or operational authority, to the Roles and Responsibilities as he/she may deem necessary or appropriate to the partnership between the CITY and YMCA. Any written amendment or modifications to the Roles and Responsibilities shall be upon mutual consent of both parties.

3.1 SLO SWIM CENTER

A. SCOPE OF SERVICES

- i. Both parties agree to collaborate in the use of the SLO Swim Center facility to YMCA members for use during lap swim, aqua aerobics and recreational swim. Private swim lessons and warm water exercise classes are not included in this agreement and shall be subject to the current fee for that use.
- ii. The YMCA uses the SLO Swim Center as a member benefit. Members are charged the current fee for lap swim, aqua aerobics and recreational swim. The computer software allows for a streamlined check-in process for YMCA members.
- iii. All ages may swim at the SLO Swim Center.
- iv. The use of the SLO Swim Center shall be for the hours that it is open to the public. Periodic schedule changes occur for maintenance and athletic competitions.
- v. The maximum number of participants is as follows: Therapy Pool (62 maximum), Olympic Pool (615 maximum).

B. CITY OBLIGATIONS

- i. The CITY will provide access to the SLO Swim Center to YMCA members for the purpose of lap swimming, aqua aerobics, and recreational swim.
- ii. The CITY Swim Center staff will monitor uses by YMCA members by scanning ~~membership numbers into the Daxco system at the front counter.~~
- iii. The CITY shall remit a copy of the monthly billing statement to the YMCA.
- iv. As required by Department policy, all lifeguards are fingerprinted, American Red Cross certified and trained in Lifeguarding, Professional Rescuer CPR/AED, and First Aid for First Responders in accordance with the California Code of Regulations, Title 22.

C. YMCA OBLIGATIONS

- i. The YMCA will maintain a current posting in its facility of the SLO Swim Center’s lap swim and aqua aerobics hours.
- ii. The YMCA will provide all technical support for the Daxco programs at the front desk computer used for YMCA check-in.
- iii. The YMCA will provide the SLO Swim Center staff the capabilities to look up members that have forgotten their membership card.
- iv. The YMCA will pay the CITY for this use as described in Section 2 above.
- v. The YMCA will provide an accounting of each month’s YMCA member uses by the fifth (5th) of each month via email

3.2 YOUTH ROLLER HOCKEY

A. SCOPE OF SERVICES

- i. Both parties agree to collaborate in the use of the Ken Hampian Hockey Rink for the YMCA's youth hockey programs
- ii. The YMCA youth roller hockey program is designed to accommodate a wide range of skill level and is divided up into skill/age divisions.
- iii. The ages of the YMCA youth roller hockey program is from 5 to 13 years of age.
- iv. This agreement covers the YMCA's current three 10-week youth roller hockey seasons held annually as follows:
 1. Spring: March - June
 2. Summer: June - August
 3. Fall: September – November
- iv. There is no maximum number of participants. Additional coaches are requested based on the amount of entries.

B. CITY OBLIGATIONS

- i. The CITY shall make available to the YMCA use of the Ken Hampian Hockey Rink for the purpose of a community-based youth roller hockey program provided for three hockey seasons annually given that such use does not interfere or impede with the CITY use for community recreational purposes. CITY recreational uses and reservations shall take priority over the YMCA uses.
- ii. The CITY shall not charge the YMCA the standard lighting fee of \$1,320.00 per season (estimated at \$22.00/hour) for the rink when used for the purpose of youth hockey activities as determined under this Agreement.

C. YMCA OBLIGATIONS

- i. The YMCA must submit to the CITY Parks and Recreation Facilities Supervisor the practice and games schedules within thirty (30) dates prior to the beginning of the season.
- ii. The YMCA shall remit payment to the CITY as described in Section 2 above.

3.3 YOUTH RECREATIONAL SPORTS PROGRAMS

A. SCOPE OF SERVICES

Both parties agree to collaborate in offering the following youth recreational sports programs:

1. Youth Basketball

- a. ~~Youth basketball shall involve the teaching the fundamentals of basketball~~ while focusing on participation, cooperation and team spirit. Teams are formed according to age divisions, school sites and ability.
- b. The ages of the participants will be youth from 5 to 13 years of age.
- c. The season for this activity will be annually from January through March during mutually agreed upon dates.
- d. There will be no maximum number of participants. Additional coaches are requested based on the amount of entries.
- e. The CITY shall not be obligated to provide the YMCA with additional facilities in the event that indoor facilities as specified in this Agreement, and as provided through the Joint Use Agreement with San Luis Coastal Unified School District, are unavailable. Should the availability of indoor facilities with the School District change, the CITY and the YMCA shall renegotiate these terms of this Agreement.

2. Youth Futsal

- a. Youth futsal is a version of indoor soccer that is played inside but not off the walls like traditional indoor Soccer. Basketball court lines are used as boundaries.

- b. The ages of the participants will be youth from 5 to 13 years of age.
- c. The season for this activity will be annually from the beginning of April through the end of May.
- d. There will be no maximum number of participants. Additional coaches are requested based on the amount of entries.
- e. The CITY shall not be obligated to provide the YMCA with additional facilities in the event that indoor facilities as specified in this Agreement, and as provided through the Joint Use Agreement with San Luis Coastal Unified School District, are unavailable. Should the availability of indoor facilities with the School District change, the CITY and the YMCA shall renegotiate these terms of this Agreement.

3. Youth Flag Football

- a. Flag football is a non-contact version of football where children have the opportunity to learn basic football skills.
- b. The ages of the participants shall be youth from 5 to 13 years of age.
- c. The season of this activity will be annually from the beginning of August through to the end of November.
- d. A maximum number of 24 teams (240 participants) shall be allowed.
- e. Flag football shall be played twice per week, with a maximum of 6 games per ½ field, on fields designated by the CITY. Reservation of the City of San Luis Obispo Damon-Garcia Sports Field Complex shall be subject to availability of City facilities.

B. CITY OBLIGATIONS

- i. The CITY Recreational Sports Supervisor will co-direct the Basketball, Futsal and Flag Football programs with the YMCA Sports Director and both will meet and coordinate prior to each season to define the age groups and divisions for each program as well as the marketing and promotion efforts to attract and retain participants.
- ii. The co-directors will review the program rules prior to the beginning of each season to ensure that all participants will receive equal playing time in each game.
- iii. As describe more specifically in Section 2 above, the CITY shall invoice the YMCA at the beginning of each year for the annual payment outlined in Section 2. The YMCA will make equal quarterly payments to the CITY in August, November, February and May of each year.
- iv. At a cost benefit to the YMCA, the CITY shall reserve and pay for the use of all School District facilities through the adopted Joint Use Agreement between the City and San Luis Coastal Unified School District. ~~The CITY will reserve School District facilities for the year by June 1st. School District facilities included in this agreement~~ are Pacheco Gym, Los Rancho Gym, Hawthorne Gym, Sinsheimer Gym, CL. Smith Gym and Taylor Gym and shall be subject to availability.
- v. The CITY will reserve at no charge City facilities for the purpose of shared youth recreational programming included in this agreement at the Ludwick Community Center and Damon-Garcia Sports Complex.
- vi. The CITY will provide the online National Alliance of Youth Sports (NAYS) Coaches Training to coaches of the programs offered through the CITY and YMCA. The CITY will be the lead for NAYS training additional to any standard training conducted by the YMCA. The NAYS training will be required to be completed before beginning of each season. Training will be introduced to the coaches during the coaches meeting prior to the beginning of each season.
- vii. The CITY will have the primary responsibility for activities associated with sports officials and facilities:
 - a) Recruit, hire and train sports officials (including obtaining a fingerprint clearance for all sports officials and providing Child Abuse Mandated Reporter training through the California Department of Social Services).

- b) Reserve and pay for the use of all School District facilities as described above in Section 3.3.B.iv.
- viii. The co-directors will jointly prepare and distribute a list of key dates ninety (90) days prior to the starting dates for each program.
- ix. At the end of each program, the co-directors will jointly evaluate the program and make recommendations for the following season.
- x. Both parties will have copies of all accident forms and retain them in accordance with each agency's retention schedule. Accident forms shall be shared with the partnering agency within 24 hours of incident.
- xi. Any program purchases beyond the scope of the agreement shall be discussed between both parties prior to purchasing.

C. YMCA OBLIGATIONS

- i. The YMCA Sports Director will co-direct the Basketball, Futsal and Flag Football programs with the YMCA Sports Director and agree prior to each season the age groups and divisions for each program and marketing and promotion efforts to attract and retain participants.
- ii. The co-directors will review the program rules prior to the beginning of each season to ensure that all participants will receive equal playing time in each game.
- iii. The co-directors will agree prior to each season the age groups and divisions for each program.
- iv. The YMCA will make quarterly payments as described more specifically in Section 2.
- v. The YMCA shall set an activity fee that is mutually agreed upon by both parties 90 days prior to the start of each program. Participant fees will not be raised more than the published CPI for any given season.
- vi. The YMCA shall coordinate program registration and collect all program revenues for shared programs for youth Basketball and Futsal.
- vii. The YMCA will have the primary responsibility for activities associated with players, coaches and the forming of teams:
 - a) Conduct participant registration and collect fees from all participants.
 - b) Collect and maintain on-site (for a period of 3 years) all participant liability waivers. Copy of liability waivers to be provided to CITY prior to start of recreational programs.
 - c) Create and form teams. When possible teams will be formed by school sites, including private schools. Participants may participate at the site of their choice. Participants will be evaluated by program staff and placed on teams that will ensure a fair and enjoyable program.
 - d) ~~Secure and train volunteer coaches (including obtaining a fingerprint clearance for all coaches and staff and providing Child Abuse Mandated Reporter training through the California Department of Social Services).~~
 - a. A roster of coaches notating fingerprint clearances shall be provided to the CITY prior to the start of programming.
 - e) Purchase all youth sports program equipment for Basketball, Futsal and Flag Football (including but not limited to shirts/jerseys, balls, first aid supplies, etc.)
 - f) Schedule team pictures.
 - g) Conduct coaches training clinics with assistance of the CITY.
 - h) Process all scholarship applications, which are to be reconciled at the end of the season.
 - i) Purchase player/participant awards.
- viii. The co-directors will prepare and distribute a list of key dates ninety (90) days prior to the starting dates for each program.
- ix. The YMCA will send all necessary information (coaches contact information, rosters and team names) to the Parks and Recreation Department fourteen (14) days in

advance to the beginning of each season. The CITY will then form and distribute game and practice schedules.

- x. At the end of each program, the co-directors will agree to evaluate the program and make recommendations for the following season.
- xi. Both parties will have copies of all accident forms and retain them in accordance with each agency's retention schedule. Accident forms shall be shared with the partnering agency within 24 hours of incident.
- xii. Any program purchases beyond the scope of the agreement shall be discussed between both parties prior to purchasing.

3.4 OTHER YMCA PERMITTING

A. ADULT LEAGUES

- i. Any request for YMCA adult league play are not included under this Agreement. Request for Adult League play must be submitted separately and acquire a recreational use permit.
- ii. Adult leagues are subject to standard facility rental and permit fees.

B. REGULAR EVENTS

- i. Regular events are not included under this Agreement and will require a separate recreational use permit. Regular events are considered any noncommercial event, typically less than 300 people, held exclusively at a CITY facility or park which does not impact significantly CITY resources outside of established requirements or procedures do not need a special events permit.
- ii. Regular events are subject to standard facility rental and permit fees.

C. SUMMER CAMPS

- i. Summer Camps sponsored by the YMCA are not included under this Agreement and will require a separate recreational use permit.
- ii. YMCA Summer Camps are subject to standard facility rental and permit fees.
- iii. All requests for CITY park use for YMCA youth camps will be subject to approval by the Facilities Supervisor before implementation.
- iv. Use of the SLO Swim Center for YMCA summer camps is subject to written approval from the Aquatics Coordinator.
- v. Swim Center date submittal must be received 60 days prior to first usage date. CITY program and recreational uses and reservations shall take priority over the YMCA summer camps.
- vi. YMCA summer camps may be asked to vacate the therapy pool at the SLO Swim Center if pool capacity is reached (62 maximum).

D. SPECIAL EVENTS

- i. A Special Event is defined as any organized activity of 300 or more persons at any public park or CITY right of way that is to gather for a common purpose under direction and control of a responsible person or agency must have a permit. These events may include weddings, festivals, athletic events, fundraisers, concerts, public assemblies or any organized formation, parade, procession or assembly consisting of persons, animals, vehicles or any combination thereof, traveling in unison with a common purpose on a public street, highway, alley, sidewalk or public way which does not comply with normal and usual traffic regulations or controls. Other organized activities or set of activities that are conducted by an individual, group, or entity for a common or collective use or benefit and which involves the use of public facilities and the possible or necessary provision of CITY services.
- ii. Special Events sponsored by the YMCA are not included under this Agreement and will require a separate Special Event permit.
- iii. YMCA Special Events are subject to standard Special Event Permit fees. The YMCA shall complete a Special Event Application Form (with any required attachments) with the CITY no less than ninety (90) calendar days prior to the

scheduled date of the event. All information requested on the form must be provided before the application can be considered for approval.

- iv. The YMCA Community Programs Director will coordinate with Parks and Recreation Community Services Director for permitting special events organized by the YMCA.

- 4. NEW SHARED RECREATIONAL INITIATIVES.** The CITY's mission is to provide programming that is responsive to the communities needs by implementing new recreational play initiatives when possible. Pilot programs, introduced as new recreational initiatives, could be implemented to address an unmet community need. Pilot programs can be considered with the approval of the CITY Parks and Recreation Director and the CEO of YMCA upon mutual consent.

Any jointly proposed pilot program between the CITY and the YMCA must meet the following criteria for consideration:

- A. Youth oriented recreational activity only.
 - B. The youth recreational activity proposed is not otherwise provided by a community organization.
 - C. New shared recreational initiatives shall be provided within existing program resources.
 - D. Revenues generated by the new recreational initiative shall be equally shared between the CITY and the YMCA, provided that similar permitting and coordination services are provided by the CITY to the other sports outlined in this agreement
 - E. Responsibilities for the YMCA and CITY will remain consistent with this Agreement for new recreational initiatives, unless determined otherwise during the planning process.
 - F. Approval of the proposed pilot activity by the CITY Public Works Department Parks Maintenance division.
 - G. Approval of the proposed pilot activity by the Parks and Recreation Commission.
 - H. Pilot programs shall be limited to a duration of 6-12 months.
 - I. Evaluation of the pilot program shall be presented to the Parks and Recreation Commission upon conclusion with future recommendations for programming.
- 5. COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.
- 6. AGREEMENT TERMINATION.** Either party may terminate the Agreement for convenience provided that 30 days written notice is given. The Agreement may be terminated by either party for cause, provided that written notice has been given in the manner specified herein stating the reasons for the intended termination and providing the other party at least 10 days to cure any alleged breach. If the party receiving notice fails or refuses to cure the alleged breach within 10 days, or to make substantial progress toward cure to the satisfaction of the party demanding cure, this Agreement may be terminated 10 days after receipt of the notice as specified herein.
- 7. AGREEMENT AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be presented in writing by the City's Parks and Recreation Director and the YMCA Chief Executive Officer and shall be effective only upon final approval by the City Manager or his/her designee.
- 8. INSURANCE AND LIABILITY**
- A. Each party to this Agreement shall make the other party, its officers, agents, employees and volunteers as separately additionally insured through a CG 20 26 or equivalent, blanket endorsement or section of the policy no later than October 1 of each year. Each party agrees to provide a commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00-01, in an amount not less than \$1,000,000 per

occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- B. Each party to this Agreement shall name San Luis Coastal Unified School District as an additional insured on its liability and property damage insurance no later than October 1 of each year. Each party agrees to provide a minimum liability and property damage insurance coverage of one million dollars (\$1,000,000).
- C. Each party shall maintain worker’s compensation insurance at a level that is consistent with state law requirements.
- D. Waivers of Liability for programs listed under the agreement shall be required of all program participants prior to their participation in a shared recreational activity. Participant Waivers shall be collected and maintained by the YMCA for a period of three (3) years. Copies of participant Liability Waivers shall be provided to the CITY prior to the start of a program.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. The CITY agrees to defend, indemnify, protect and hold the YMCA and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the YMCA’s employees, agents, officers or volunteers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the CITY, and its agents, officers, employees or volunteers, in performing its responsibilities hereunder, and all expenses of investigating and defending against same; provided, however, that the CITY duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the YMCA, its agents, officers, employees or volunteers.
- B. The YMCA agrees to defend, indemnify, protect and hold the CITY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the CITY employees, agents, officers or volunteers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the YMCA, and its agents, officers, employees or volunteers, in performing its responsibilities hereunder, and all expenses of investigating and defending against same; provided, however, that the YMCA’s duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers

10. NOTICE. All written notices to the parties hereto shall be sent by USPS Mail, postage prepaid by registered or certified mail addressed as follows:

CITY: Parks & Recreation Director
City of San Luis Obispo
1341 Nipomo St.
San Luis Obispo, CA 93401

YMCA: Chief Executive Officer
San Luis Obispo County YMCA
1020 Southwood Dr.
San Luis Obispo, CA 93401

11. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and YMCA do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:




Carrie Gallagher
City Clerk

CITY OF SAN LUIS OBISPO

By: 

Mayor Heidi Harmon

APPROVED AS TO FORM:



J. Christine Dietrick
City Attorney

SAN LUIS OBISPO COUNTY Y.M.C.A, a
California Corporation

By: 

Monica Grant
Chief Executive Officer