



Amendment No. 3

CITY of YORBA LINDA
AMENDMENT NO. 3 TO THE MARCH 17, 2022 AGREEMENT
BETWEEN YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) OF ORANGE
COUNTY, ON BEHALF OF THE FULLERTON FAMILY BRANCH AND THE
CITY OF YORBA LINDA.

This is Amendment No.3 ("Amendment No.3") to that certain Professional Services Agreement for City of Yorba Linda Swim Lesson Instruction and Lifeguarding Services. ("Agreement") made on March 17, 2022 between the City of Yorba Linda ("City") and Young Men's Christian Association (YMCA) of Orange County, Fullerton Family YMCA. ("Consultant"), which this Amendment No. 3 is made and entered into on February 18, 2025 to extend the agreement for one (1)-year period.

1. Capitalized terms used but not defined in this Amendment No. 3 shall have the meanings ascribed to them in the Agreement.
2. Section 3.1, "Scope of Service and Term" is amended to read as follows:

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately **administer the swim lesson instruction and lifeguard water activities** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 1, 2025 to March 31, 2026 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one (1) additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred and twenty-five thousand dollars (\$125,000) without written approval of the City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. All other terms and conditions of the Agreement remain in full force and effect.
4. This Amendment No. 3 may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the City and Consultant have caused this Amendment No. 3 to the Agreement to be executed on the date first written above.

CITY OF YORBA LINDA

YOUNG MEN'S CHRISTIAN ASSOCIATION OF ORANGE COUNTY, on behalf of the Fullerton

Family YMCA.

By: _____
Janice Lim
Mayor

By: _____

Name: _____

Title: _____

Attest:

[If Corporation, TWO SIGNATURES, President **OR** Vice President **AND** Secretary, **AND** CORPORATE SEAL OF CONTRACTOR REQUIRED]

By: _____
Marcia Brown
City Clerk

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____
Rutan & Tucker LLP
City Attorney

EXHIBIT "A"

Scope of Services

The City of Yorba Linda currently offers swim lessons two seasons per year, Spring and Summer, at locations within the City of Yorba Linda.

Lessons are broken down into eight (8) levels, based on swimmer ability. Each level is taught with a specific instructor:student ratio, see Section E of these Scope of Services. Class titles, swimmer competency, and ages are negotiable between City and Consultant.



Spring 2025 session will be held at Heritage Oak Private School from approximately April 7 through June 2 from 4:15pm to 7:40pm. Below is the outlined schedule for lessons.

No class on Monday, May 26 (Memorial Day)

SESSION 1						
Mon & Wed April 7 - April 30	4:15p.m to 4:45p.m	4:50p.m to 5:20p.m	5:25p.m to 5:55p.m	6:00p.m to 6:30p.m	6:35p.m to 7:05p.m	7:10p.m to 7:40p.m
Age: 6 months - 3 years	N/A	N/A	25361	25364	N/A	N/A
Age: 3-5 years	25333	25334	25335	25336	N/A	N/A
Age: 6 - 13 years (Stage 3 only)	N/A	N/A	N/A	N/A	25380	25381
Tues & Thurs April 8 - May 1	4:15p.m to 4:45p.m	4:50p.m to 5:20p.m	5:25p.m to 5:55p.m	6:00p.m to 6:30p.m	6:35p.m to 7:05p.m	7:10p.m to 7:40p.m
Age: 6 months - 3 years	N/A	N/A	25366	25367	N/A	N/A
Age: 3-5 years	25339	25340	25342	25344	N/A	N/A
Age: 6 - 13 years (Stage 3 only)	N/A	N/A	N/A	N/A	25382	25383

SESSION 2						
Mon & Wed May 5 - June 2	4:15p.m to 4:45p.m	4:50p.m to 5:20p.m	5:25p.m to 5:55p.m	6:00p.m to 6:30p.m	6:35p.m to 7:05p.m	7:10p.m to 7:40p.m
Age: 6 months - 3 years	N/A	N/A	25368	25369	N/A	N/A
Age: 3-5 years	25346	25347	25348	25349	N/A	N/A
Age: 6 - 13 years (Stage 3 only)	N/A	N/A	N/A	N/A	25384	25385
Tues & Thurs May 6 - May 29	4:15p.m to 4:45p.m	4:50p.m to 5:20p.m	5:25p.m to 5:55p.m	6:00p.m to 6:30p.m	6:35p.m to 7:05p.m	7:10p.m to 7:40p.m
Age: 6 months - 3 years	N/A	N/A	25370	25370	N/A	N/A
Age: 3-5 years	25351	25353	25354	25356	N/A	N/A
Age: 6 - 13 years (Stage 3 only)	N/A	N/A	N/A	N/A	25386	25388

Summer 2025 session will be held at Yorba Linda High School from June 16 through August 7 from approximately 11:20am to 3:10pm. Below is the outlined schedule for lessons. Lesson times subject to change based on pool availability.

SESSION 1						
Monday-Thursday June 16- June 26	11:20a.m to 11:50a.m	12:00p.m to 12:30p.m	12:40p.m to 1:10p.m	1:20p.m to 1:50p.m	2:00p.m to 2:30p.m	2:40p.m to 3:10p.m
Age: 6 months - 3 years	25543	25546	N/A	N/A	N/A	N/A
Age: 3-5 years	25554	25558	255562	25566	25570	25574
Age: 6 - 13 years	25579	25583	25587	25591	25595	25599

SESSION 2						
Monday-Thursday June 30- July 10	11:20a.m to 11:50a.m	12:00p.m to 12:30p.m	12:40p.m to 1:10p.m	1:20p.m to 1:50p.m	2:00p.m to 2:30p.m	2:40p.m to 3:10p.m
Age: 6 months - 3 years	N/A	25548	25551	N/A	N/A	N/A
Age: 3-5 years	25555	25561	25563	25568	25572	25576
Age: 6 - 13 years	25580	25584	25588	25592	25596	25600

SESSION 3						
Monday-Thursday July 14- July 24	11:20a.m to 11:50a.m	12:00p.m to 12:30p.m	12:40p.m to 1:10p.m	1:20p.m to 1:50p.m	2:00p.m to 2:30p.m	2:40p.m to 3:10p.m
Age: 6 months - 3 years	25544	25547	N/A	N/A	N/A	N/A
Age: 3-5 years	25557	25559	25564	25567	25571	25575
Age: 6 - 13 years	25581	25585	25589	25593	25597	25601

SESSION 4						
Monday-Thursday July 28- Aug. 7	11:20a.m to 11:50a.m	12:00p.m to 12:30p.m	12:40p.m to 1:10p.m	1:20p.m to 1:50p.m	2:00p.m to 2:30p.m	2:40p.m to 3:10p.m
Age: 6 months - 3 years	N/A	25548	25549	N/A	N/A	N/A
Age: 3-5 years	25556	25560	25565	25569	25573	25577
Age: 6 - 13 years	25582	25586	25590	25594	25598	25602

Adventure Playground- Lifeguarding services will be required throughout the year, primarily from Spring through Fall, to assist in monitoring the waterslide at Adventure Playground. City will provide Consultant in writing operating hours 30 days prior to each season. (dates subject to change)

- Spring Season: April 7 – June 15
- Summer Season: June 16 – August 10
- Fall Season: August 16 – October 26

Consultant shall provide lifeguarding services, instructors, and the instruction equipment for teaching all classes for the City of Yorba Linda swimming instruction program ("Program"), subject to the following:

A. City's Responsibility:

City shall be responsible for the following:

1. Establishing and collecting any fees for the Program.
2. Advertising the Program in the City's Parks and Recreation Activity Guide, website, social media accounts, and any other methods of advertising.

3. Administering registration, withdrawals, and transfer of participants in the Program.
4. Provide Consultant with a list of class participants (rosters) enrolled in the Program. Initial list of class participants shall be provided no later than two weeks prior to the start of the session for the purpose of staff scheduling. An updated list of class participants shall be provided no later than 72 hours prior to the start of the session. On the first day of the session Consultant will be provided the most current rosters.
5. Providing emergency contacts for representatives from the City and Placentia Yorba Linda Unified School District ("PYLUSD").
6. Obtaining all necessary facility use permits and paying any and all fees necessary for use of the pool facilities.
7. Obtaining a signed waiver and release from each Program participant.
8. Establishing expectations and Standard Operating Procedures for Adventure Playground lifeguards in collaboration with the Consultant as outlined below.
 1. Lifeguards shall arrive 15 minutes prior to opening of the waterslide in proper lifeguarding uniform.
 2. Lifeguards who have not been trained on waterslide operations must arrive 60 minutes prior to opening of waterslide to complete the required training.
 3. Lifeguards should know all the rules for waterslide and enforce those rules while on duty.
 4. Lifeguards shall check in with Recreation staff before each shift and will be assigned radio for communication purposes. Radio shall be turned in to Recreation staff at end of work shift.
9. (Summer Only) Provide (1) City staff member to assist with check-in responsibilities daily for the duration of the summer swim lessons.

The City and property owners of the pool facilities shall be responsible for ensuring pool maintenance and upkeep in accordance with all applicable State, Federal, and City regulations, and performing any other necessary administrative tasks. City shall provide to Consultant City Ordinances, Rules and Regulations, and Resolutions which are pertinent to this Agreement.

B. Facilities.

1. The Program is typically offered at the Yorba Linda High School pool (Summer), 19900 Bastanchury Road, Yorba Linda, CA 92886 or Heritage Oak Private School pool (Spring), 16971 Imperial Highway, Yorba Linda, CA 92886, Adventure Playground, 4701 Casa Loma Ave., Yorba Linda, CA 92886 or other facility as determined by the City of Yorba Linda.

C. Consultant Responsibility. Consultant shall provide the following to administer the program:

1. Staffing

1. One (1) Pool Manager to be onsite during all swim lesson programs.
2. One (1) Pool Lead to be onsite during all Summer swim lesson programs.
3. Up to fifteen (15) instructors to teach all swim class provided in the program.
 1. Spring Session: Four (4) instructors.
 2. Summer Session: Up to twelve (12) instructors. Three (3) additional instructors can be added with written city approval.
4. Up to eight (8) lifeguards.
 1. Spring Session: Two (2) lifeguards
 2. Summer Session: Four (4) lifeguards
 3. Adventure Playground: Two (2) lifeguards.
5. Adventure Playground- Consultant shall furnish a lifeguarding schedule to City no later than two weeks in advance, every two weeks. Said schedule must include lifeguard names and start and end times of the shift.
6. Consultant shall provide required staffing levels as outlined in sections C.1.3-4 to ensure instructor/student ratios as outlined in C.4

Any employee or volunteer of the Consultant working in this Program and having direct supervision or authority to exercise disciplinary action, must be fingerprinted using the Live Scan process by a reputable agency prior to working with minors. In addition, Consultant agrees to supply City a copy of receipt from the Live Scan indicating the employee or volunteer has been fingerprinted.

2. Daily Schedule and Testing of Pool Chemicals. The Pool Manager will arrive at the pool at a pre-determined time to complete pool chemical testing at swim lesson sites. No later than 4:00pm at Heritage Oak and 11:00am at Yorba Linda High School. Should the testing of the pool not meet requirements, Consultant will contact City's Representative. Consultant shall start lessons on time unless the pool chemicals are not in compliance with water safety standards.
 1. City's Representative (or his or her designee) and Consultant representatives will complete a secondary and third test simultaneously. If two of the three readings and levels are low then the City's Representative will contact facility staff to address the concern and adjust the pool chemicals in order to meet the minimum chemical level requirements for swim lessons.
 2. Adventure Playground- City's representative (or his or her designee) will complete a primary test prior to opening each daily session. Consultant staff shall notify City of any concerns (i.e. computer readings), but city representative will have final say on operations.
3. Swim Testing. Consultant shall conduct swim tests on the first day of each swim session to determine participant readiness for registered swim level. The onsite Pool Lead shall be responsible for on-site transferring of participants among groups as necessary.
4. Instructor/Student Ratio. To the extent permitted by the American Red Cross and all public health orders and guidance:
 - 1:4 for classes in Preschool Stages One (1), Two (2), and Three (3).
 - 1:5 for classes in Youth Stages Three (3) and Four (4).
 - 1:6 for classes in Youth Stages Five (5) and Six (6).
 - 1:8 for Parent & Child classes.
5. Instructor Qualifications.
 1. All classes shall be taught in accordance with the American Red Cross WSI Swim Programs, YMCA Swim Instructors Safety Around Water Program or other approved program as determined by the City.

2. All instructors provided by Consultant to teach under this Agreement must be certified instructors and shall have active, valid Advanced Life Saving Certificates, Basic Lifeguard Training or Emergency Water Safety Certificates issued by a recognized licensed agency or the American Red Cross. Copies of valid certificates for all instructors and lifeguards must be forwarded by the Consultant to the City's Representative prior to the start of the instruction.
 6. Equipment. Consultant shall provide at its sole expense all equipment (ex. Kickboards, noodles, lifeguarding equipment, etc.) and supplies, including an identifiable uniform, necessary for the Program. Consultant shall require personnel to wear such uniform while on duty.
 7. Class List. Consultant shall keep and maintain a complete and accurate record of class participants and notify City of attendance and any changes in enrollment for each class as changes occur.
 8. Pre-Season Adventure Playground Training. Consultant shall schedule and host an onsite pre-season in-service training for all Adventure Playground lifeguards on a date agreed upon with the City prior to beginning spring operations.
 9. Mid-season Adventure Playground Training. Consultant shall schedule and host an onsite mid-season in-service training for all Adventure Playground lifeguards on a date agreed upon with the City prior to beginning Summer operations. Consultant shall notify the City of new Lifeguards assigned to the Adventure Playground at least 24 hours prior to start of shift.
- D. Invoicing. Consultant will send a monthly invoice with appropriate backup documentation to the City via email by the 10th of the following month, including the following:
1. Detailed, itemized invoice in PDF format
 2. Electronic spreadsheets of staffing rosters with staff names and times.

Prior to City payment of the invoice submitted, designated City

personnel shall review and approve the payment based on the satisfactory completion of service and proper back-up documentation provided.

Payment shall be issued within 30 days of acceptance by the City.

E. Class Schedule. Consultant and City have agreed on a detailed class schedule identified for the spring 2025 and summer 2025 season to be included in the City’s Parks and Recreation Activity Guide. Consultant shall notify City no later than one month prior to start of session if they are unable to provide staffing for any portion of the agreed upon class schedule.

F. Waterslide Rotations.

1. The Lifeguarding rotation at the Adventure Playground Slide shall be followed in alignment with best practices set by the American Red Cross.
2. The established rotation may be altered at any time upon the agreement of the City and the Consultant.
3. Below is the rotation for a 5-hour shift. The same format applies to shifts shorter in duration.

Key:

Dispatcher = Top of Waterslide

Unloader = Bottom of Waterslide

Greeter = Staircase entrance of Waterslide

Weekend Rotations				
Times	Lifeguard # 1	Lifeguard # 2	City Staff #1	City Staff # 2
11:45am	Arrival	Arrival	Arrival	Arrival
12pm-12:15pm	Dispatcher	Unloader	Greeter	Greeter
12:15pm-12:30pm	Unloader	Dispatcher	Greeter	Greeter
12:30pm-12:45pm	Dispatcher	Unloader	Greeter	Greeter
12:45pm-1pm	Unloader	Dispatcher	Greeter	Greeter
1pm-1:15pm	Dispatcher	Unloader	Greeter	Greeter
1:15pm-1:30pm	Unloader	Dispatcher	Greeter	Greeter
1:30pm-1:45pm	Dispatcher	Unloader	Greeter	Greeter
1:45pm-2pm	Unloader	Dispatcher	Greeter	Greeter
2pm-2:15pm	Dispatcher	Unloader	Greeter	Greeter
2:15pm-2:30pm	Unloader	Break	Dispatcher	Greeter

2:30pm-2:45pm	Break	Unloader	Greeter	Dispatcher
2:45pm-3pm	Unloader	Dispatcher	Greeter	Greeter
3pm-3:15pm	Dispatcher	Unloader	Greeter	Greeter
3:15pm-3:30pm	Unloader	Dispatcher	Greeter	Greeter
3:30pm-3:45pm	Dispatcher	Unloader	Greeter	Greeter
3:45pm-4pm	Unloader	Dispatcher	Greeter	Greeter
4pm-4:15pm	Dispatcher	Unloader	Greeter	Greeter
4:15pm-4:30pm	Unloader	Dispatcher	Greeter	Greeter
4:30pm-4:45pm	Dispatcher	Unloader	Greeter	Greeter
4:45pm-5pm	Unloader	Dispatcher	Greeter	Greeter

Camp				
Times	Lifeguard # 1	Lifeguard # 2	City Staff #1	City Staff # 2
12:30pm	Arrival	Arrival	Arrival	Arrival
12:45pm-1pm	Unloader	Dispatcher	Greeter	Greeter
1pm-1:15pm	Dispatcher	Unloader	Greeter	Greeter
1:15pm-1:30pm	Unloader	Dispatcher	Greeter	Greeter
1:30pm-1:45pm	Dispatcher	Unloader	Greeter	Greeter
1:45pm-2pm	Unloader	Dispatcher	Greeter	Greeter
2pm-2:15pm	Dispatcher	Unloader	Greeter	Greeter
2:15pm-2:30pm	Unloader	Break	Dispatcher	Greeter
2:30pm-2:45pm	Break	Unloader	Greeter	Dispatcher
2:45pm-3pm	Unloader	Dispatcher	Greeter	Greeter
3pm-3:15pm	Dispatcher	Unloader	Greeter	Greeter
3:15pm-3:30pm	Unloader	Dispatcher	Greeter	Greeter
3:30pm-3:45pm	Dispatcher	Unloader	Greeter	Greeter
3:45pm-4pm	Unloader	Dispatcher	Greeter	Greeter

Weekday PM				
Times	Lifeguard # 1	Lifeguard # 2	City Staff #1	City Staff # 2
4:45pm	Arrival	Arrival	Arrival	Arrival
5pm-5:15pm	Unloader	Dispatcher	Greeter	Greeter
5:15pm-5:30pm	Dispatcher	Unloader	Greeter	Greeter
5:30pm-5:45pm	Unloader	Dispatcher	Greeter	Greeter

5:45pm-6pm	Dispatcher	Unloader	Dispatcher	Greeter
6pm-6:15pm	Unloader	Dispatcher	Greeter	Dispatcher
6:15pm-6:30pm	Dispatcher	Unloader	Greeter	Greeter
6:30pm-6:45pm	Unloader	Dispatcher	Greeter	Greeter
6:45pm-7pm	Dispatcher	Unloader	Greeter	Greeter

In the event only one certified lifeguard is present, the lifeguard shall be granted a 15-minute safety break after 60 minutes of surveillance to cool off, re-hydrate, re-apply sunscreen etc. The 15-minute safety breaks shall replace any pre-established breaks from the above rotations when two lifeguards are present.

EXHIBIT "C"
Compensation

**CITY OF YORBA LINDA
PROPOSAL BID SHEET
FOR
SWIM LESSON INSTRUCTION & LIFEGUARDING SERVICES**

Line Item	Position	Hourly Rate	Benefit % (SS, Unemployment, Work. Comp.)	Fully Burdened Hourly Rate
1	Pool Manager	\$26.50	10.26%	\$29.22
2	Pool Lead	\$25.50	10.26%	\$28.11
3	Swim Instructor	\$24.50	10.26%	\$27.01
4	Lifeguard	\$23.50	10.26%	\$25.91

Line Item	Item	Rate	Notes
5	Director Admin Fee	\$4,212.00	Fee is charged over 5 payments: Session 1&2: \$936.00 Session 3&4: \$936.00 Session 5&6: \$936.00 Session 7&8: \$936.00 Fall AP: \$468.00 Fee based on 5% of Aquatics Director salary.
6	Instructor Training	\$4,650.00	Training for 15 Swim Instructors One-time charge to be charged on first invoice of Spring season.
7	Lifeguard Training	\$2,929.50	Training for 7 Lifeguards One-time charge to be charged on first invoice of Spring season.
8	Pool Lead Training	\$443.75	Training for 1 Pool Lead One-time charge to be charged on first invoice of Spring season.
9	Pool Manager Training	\$474.75	Training for 1 Pool Manager One-time charge to be charged on first invoice of Spring season.