

Kent Meridian Pool

Date Opened

1973

History & Background

The Kent Meridian Pool is a Forward Thrust pool that was taken over by the City of Kent in 2003 when King County chose to no longer fund it. The City of Kent leases the land from the Kent School District. The pool is currently operated by Aquatic Management Group (AMG), a private, third party operator, with a subsidy from the City of Kent.

The pool offers community-oriented programming including swim lessons, water exercise, women only swims, lap and open swims. Rentals include time for both high school and private swim teams. It is home of the “**Dolphin Swim Team**” which participates in the Special Olympics.



Pool Statistics

The pool is located at 25316 101st Ave. SE, Kent, WA 98031, adjacent to Kent Meridian High School. It has six, 25 yard lanes and a shallow area for lessons, separated by a bulkhead. The temperature is maintained at 84°F.



State & County QuickFacts

Kent (city), Washington

People QuickFacts	Kent	Washington
Population, 2011 estimate	120,916	6,830,038
Population, 2010 (April 1) estimates base	118,564	6,724,540
Population, percent change, April 1, 2010 to July 1, 2011	2.0%	1.6%
Population, 2010	92,411	6,724,540
Persons under 5 years, percent, 2010	8.0%	6.5%
Persons under 18 years, percent, 2010	26.2%	23.5%
Persons 65 years and over, percent, 2010	8.8%	12.3%
Female persons, percent, 2010	50.1%	50.2%

White persons, percent, 2010 (a)	55.5%	77.3%
Black persons, percent, 2010 (a)	11.3%	3.6%
American Indian and Alaska Native persons, percent, 2010 (a)	1.0%	1.5%
Asian persons, percent, 2010 (a)	15.2%	7.2%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	1.9%	0.6%
Persons reporting two or more races, percent, 2010	6.6%	4.7%
Persons of Hispanic or Latino origin, percent, 2010 (b)	16.6%	11.2%
White persons not Hispanic, percent, 2010	49.7%	72.5%

Living in same house 1 year & over, percent, 2007-2011	80.4%	82.3%
Foreign born persons, percent, 2007-2011	26.9%	12.8%
Language other than English spoken at home, percent age 5+, 2007-2011	37.2%	17.8%
High school graduate or higher, percent of persons age 25+, 2007-2011	84.2%	89.8%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	25.3%	31.4%
Veterans, 2007-2011	6,516	601,507
Mean travel time to work (minutes), workers age 16+, 2007-2011	28.8	25.5

Homeownership rate, 2007-2011	54.6%	64.4%
Housing units in multi-unit structures, percent, 2007-2011	41.6%	25.7%
Median value of owner-occupied housing units, 2007-2011	\$300,500	\$283,200
Households, 2007-2011	36,726	2,602,568
Persons per household, 2007-2011	2.74	2.50
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$26,180	\$30,481
Median household income, 2007-2011	\$58,622	\$58,890
Persons below poverty level, percent, 2007-2011	15.6%	12.5%

Business QuickFacts	Kent	Washington
Total number of firms, 2007	8,094	551,340
Black-owned firms, percent, 2007	3.9%	S
American Indian- and Alaska Native-owned firms, percent, 2007	1.1%	1.2%
Asian-owned firms, percent, 2007	14.0%	6.8%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.2%
Hispanic-owned firms, percent, 2007	3.7%	3.2%
Women-owned firms, percent, 2007	22.9%	28.7%

Manufacturers shipments, 2007 (\$1000)	6,922,592	112,053,283
Merchant wholesaler sales, 2007 (\$1000)	7,016,362	76,790,966
Retail sales, 2007 (\$1000)	1,504,350	92,968,519
Retail sales per capita, 2007	\$17,865	\$14,388

Accommodation and food services sales, 2007 (\$1000) 170,856 12,389,422

Geography QuickFacts	Kent	Washington
Land area in square miles, 2010	28.63	66,455.52
Persons per square mile, 2010	3,228.3	101.2
FIPS Code	35415	53
Counties		

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 100 firms

FN: Footnote on this item for this area in place of data

NA: Not available

S: Suppressed; does not meet publication standards

X: Not applicable

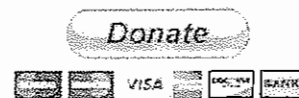
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report, Census of Governments
Last Revised: Thursday, 06-Dec-2012 16:53:17 EST

Support Swimmers Guide



Swimmers Guide
Detail Swimming Pool Information
Kent Meridian Pool
Kent, Washington, UNITED STATES



Help keep this site online!

Return to [START A SEARCH](#). To return to the list that brought you to this page, use the "**Back**" control of your browser.

For a list of other cities and towns with listings in [King County](#).

Note: This is a directory listing that contains everything **Swimmers Guide** knows about the facility; if you need more information about it, contact information appears in the The Basics section below. **Swimmers Guide** is not connected with the facility in any way. Before going to any facility listed in Swimmers Guide, we recommend that you **CALL FIRST**. If you find the information is incorrect in any way, PLEASE click [HERE](#) to tell the **Swimmers Guide** editors.

The Basics: [**Kent Meridian Pool**](#)

Official Web site: <http://www.kentmeridianpool.com/>

If the link to the facility's Web site didn't work, please let us know by clicking [HERE](#). (Opens an email message window.)

Address: 25316 101st Avenue S.E. , Kent , WA , UNITED STATES (Postal Code: 98031)

Telephone: (253) 854-9287.

If the area/city code or telephone number above is incorrect, would you kindly send us a correction? Click [HERE](#).

E-mail: kentmeridianpool@quest.com.

Admission:

Visitors (adult): \$4.50, SC \$3.25. [November, 2012]

If the adult, single-visit admission price to swim here has changed and you know the new price, please click [HERE](#) and tell us.

Facilities:

(Full-size, year-round)

Pool: 25y x 43f, 6 lanes, indoors, 84°F (29°C).

What's On:

Masters swim team: [Blue Wave Aquatics](#).

Youth swim team: [The King Aquatic Club](#).


Bad link report: If a link in the "What's On" section didn't work, please tell us by clicking [HERE](#).

Locator:

County or region: King County.

Latitude, Longitude: 47.37477, -122.20565.

For a map:

See the location on the  map site.
This map link should go directly to a map

centered on the location of the pool. If it no longer does, please click [HERE](#) and tell us about it.

iPhone/iPod/iPad Users: Due to differences in how the Google Maps program is implemented on PCs v. Apple hand-held devices, this map link may not work properly on iPads, iPods, iPhones, or other Apple hand-held products.

More:

Reviews: Have you swum here? Would you recommend this facility to other swimmers? Tell us what you think about it and we'll include your observations in this section of the listing. To send a review, just click [HERE](#).

(All reviews are subject to editing for length, appropriateness, balance, and suitability. Reviewers' identities will not be disclosed in reviews - or anywhere else.)

Other useful sites: Art Hutchinson's [Lap Swimming Etiquette 101](#).

Sensitive to chlorine byproducts in pool water?
See [Chlorine-Free Swimming](#).

If a link in the "**More**" section didn't work, please tell us by clicking [HERE](#).

If you know this facility and would like to send us a correction, an update or more information about it, please click [HERE](#) to tell us.

We'll appreciate your help - and so will everyone else who views this listing.

Return to the [top of this page](#).

The URL for this web site is <http://www.SwimmersGuide.com>

All contents copyright © 1996 - 2012.
All rights reserved.

Send your comments and suggestions to Bill Haverland or Tom Saunders at info@SwimmersGuide.com.

Programming Copyright © 1996 [Lorimer Network Research](#) John Lorimer
(jlorimer@lornet.com).





(253) 854-9287

Kent Meridian Pool

[Home](#) [AMG Swim School](#) [Programs and Fees](#) [Contact Us](#)

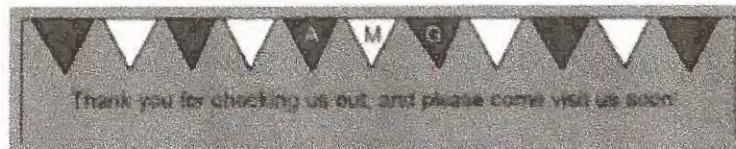
Kent Meridian Pool

Fall / Winter / Spring 2012 - 2013 Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5:30-7:00 am	Available for Rental	Lap Swim 5:30-7am	Lap Swim 5:30-7am	Lap Swim 5:30-7am	Lap Swim 5:30-7am	Lap Swim 5:30-7am	King Aquatics & City of Kent Special Pass
7:00-8:30 am		Pool Maintenance	Pool Maintenance	Pool Maintenance	Pool Maintenance	Pool Maintenance	
8:30-9:30 am		Shallow Water Aerobics	Deep Water Aerobics	Shallow Water Aerobics	Deep Water Aerobics	Shallow Water Aerobics	
9:30-11:00 am		Swim Lessons	Swim Lessons	Swim Lessons	Swim Lessons	Pool Maintenance	Lap Swims/Lessons 12pm-1pm
11:00a-2:00 pm		Lap Swim 11-2 Family Swim 1-2pm	Lap Swim 11-2 Arthritis Ex Class 1-2pm	Lap Swim 11-2 Family Swim 1-2pm	Lap Swim 11-2 Arthritis Ex Class 1-2pm	Lap Swim 11-2 Family Swim 1-2pm	Public Swim 1pm-2pm
2:30-5:00 pm		High School	High School	High School	High School	High School	Available for Rental Women's only swim 1st & 3rd sat 2:30-4:30pm Contact pool for details
5:00-6:30 pm		Swim Lessons & King Aquatics	Swim Lessons & King Aquatics	Swim Lessons & King Aquatics	Swim Lessons & King Aquatics	Swim Lessons & King Aquatics	
6:30-8:00 pm		Swim Lessons 5:00-8:00pm	Swim Lessons 5:00-8:00pm	Swim Lessons 5:00-8:00pm	Swim Lessons 5:00-8:00pm	Swim Lessons 5:00-8:00pm	
8:00-9:00 pm		Lap / Family Swim 8pm-9pm	Public Swim 8pm-9pm	Lap / Family Swim 8pm-9pm	Public Swim 8pm-9pm	Lap / Family Swim 8pm-9pm	

Pool Closed: 11/22, 12/25, 1/1

Prices - Subject to Change				
Public Swim	\$3.75	Swim Passes	One Year	Three Months
Lap Swim	\$4.50/ Adults	Adult Swim Pass	\$ 430.00	\$ 125.00
Lap Swim	\$3.25/Seniors	Disabled Swim Pass	\$ 275.00	\$ 90.00
Water Exercise	\$6.50/ Adults	Family Swim Pass	\$ 600.00	\$ 250.00
Water Exercise	\$5.00/ Seniors	Senior Swim Pass	\$ 200.00	\$ 80.00
Water Ex: 10 visits	\$60.00/ Adults	Youth Swim Pass	\$ 300.00	\$ 100.00
Water Ex: 10 visits	\$42.50/ Seniors	Phone: (253) 854-9287 On the Web: www.kentmeridianpool.com		
Pool Rental	Starting at \$90.00 per hour			





(253) 854-9287

Kent Meridian Pool

[Home](#) [AMG Swim School](#) [Programs and Fees](#) [Contact Us](#)



Pool Rentals

Do you have a birthday coming up? A youth group event? Need some pool time for your scuba group or water polo team?

The Kent Meridian Pool can be rented for a reasonable fee at nearly any time not scheduled with a program or event. Weekends, however, are recommended due to the fact that there are fewer activities scheduled.

The pool provides foam mats, noodles, and a diving board, along with lifeguards who will ensure everyone is safe and having a good time.

There is a party room available for any after-swimming activities. We have tables and chairs for you to use, as well as a freezer and refrigerator for any food that needs to be kept fresh while people are swimming.

Your decorations are also welcome, as long as it is cleaned up afterwards. Scissors and tape are provided.

If you want to schedule a rental, we recommend coming into the pool as we cannot pencil it on the calendar until payment has been received, and keep in mind, cash or check are the cheapest ways to pay. Rentals start at \$90 (with cash or check) per hour.

To ensure that you get the date and time you want, we suggest planning at least a month ahead. However, we can schedule a few months in advance, so if you know what day you want, but it is still a little ways away, go ahead and come in. It will be one less thing for you to worry about!

<u>Pool Rental Fees</u>	<u>Regular Price</u>	<u>Cash/Check Discount</u>
Up to 25 People	\$99.00	\$90.00
Up to 60 People	\$132.00	\$120.00
Up to 90 People	\$165.00	\$150.00
Up to 120 People	\$209.00	\$190.00
Up to 150 People	\$253.00	\$230.00
Party Room (Add'l)	\$49.50	\$45.00



ADAPTIVE RECREATION

Sports

WATER AEROBICS

Get moving in the water with this low impact water aerobics class which is designed for people with physical and developmental disabilities to get keep their bodies moving while enjoying the water. **Participants needing 1:1 support in the water MUST bring a companion.**

46616 Sa 9:00 am-9:45 am 9/22-12/1*
Kent Meridian Pool J. McLaughlin 8 sess/\$40
*No class 10/20, 11/10, 11/24

DEVELOPMENTAL SWIMMING

This course is designed for individuals with developmental and/or physical disabilities. Individuals will learn stroke development and basic to intermediate swimming skills.

Participants needing 1:1 support in the water MUST bring a companion.

46617 Sa 10:00 am-10:45 am 9/22-12/1*
Kent Meridian Pool J. McLaughlin 8 sess/\$40
*No class 10/20, 11/10, 11/24

DOLPHINS SWIM TEAM

This course is designed for individuals 8 and up with developmental and/or physical disabilities, to improve swimming skills and strokes, including participating in Special Olympics Spring Quarter. Must have basic swimming skills mastered.

46618 Sa 11:00 am-12:00 pm 9/22-12/1*
Kent Meridian Pool J. McLaughlin 8 sess/\$40
*No class 10/20, 11/10, 11/24

BASKETBALL

Shoot hoops and learn good team strategy. Participate in Special Olympics tournament on 02/10/13. Great fun for everyone! KC SOWA Regional tournament on 2/10/13 in Issaquah.

SOWA state tournament 3/1-3/3 in Wenatchee: \$25 registration for participants attending.

46621 W 6:30 pm-8:00 pm 12/5-2/13*
Meridian Mid Schl K. Bigelow 9 sess/\$45
*No class 12/26, 1/2

BOWLING

Ready, set, bowl! Meet at Kent Bowl (1234 N Central Ave) for an opportunity to bowl and have fun with friends. Registration includes the weekly bowling fees. KC SOWA Regional tournament on 11/3 at Secoma Lanes in Federal Way.

Wednesdays

46619 W 3:00 pm-5:00 pm 9/26-12/5*
Kent Bowl A. Woodley 10 sess/\$100
*No class 11/21

Thursdays

46620 Th 3:00 pm-5:00 pm 9/27-12/6*
Kent Bowl K. Bigelow 10 sess/\$100
*No class 11/22

CHEER TEAM

This class will focus on learning cheers, group dance routines and spirit. Participants will attend Special Olympics tournaments and cheer on the Kent Parks teams. Plan to attend Special Olympics bowling tournament on 11/3 at Secoma Lanes in Federal Way.

46614 Tu 7:00 pm-8:00 pm 9/11-11/13*
Kent Commons R. Buckley 10 sess/\$50
*No class 11/6



TENNIS

Learn basic tennis skills from a pro! This inclusive program is designed for individuals with special needs ages 12 and up or with instructor approval.

46615 Sa 3:30 pm-4:30 pm 9/22-11/17
Boeing Tennis Club A. Overland 9 sess/\$45



MEDICAL FORMS/COMPETITION INFORMATION

To participate in Special Olympics training programs and tournaments, applicants must have a current Application of Participation (medical form) on file with Adaptive Recreation. Medical forms are good for up to three (3) years. Please call (253) 856-5030 if questions.

Fall Sports Programs

DAY	PROGRAM	TIME	LOCATION
Tuesdays	Cheer Team	7:00-8:00 pm	Kent Commons
Wednesday	Bowling (Coach Al)	3:00-5:00 pm	Kent Bowl
	Basketball (begins 12/5)	6:30-8:00 pm	Meridian Middle School
Thursdays	Bowling (Coach Kathy)	3:00-5:00 pm	Kent Bowl
Saturdays	Water Aerobics	9:00-9:45 am	Kent Meridian Pool
	Developmental Swim	10:00-10:45 am	Kent Meridian Pool
	Dolphin Swim Team	11:00 am-12:00 pm	Kent Meridian Pool
	Tennis	3:30-4:30 pm	Boeing Tennis Center

THANK YOU

EMPLOYEES RECYCLING PROGRAM

for the donation of athlete uniforms and equipment. We appreciate your commitment to support athletes with disabilities in accomplishing their goals.



NAME OF CONSULTANT OR VENDOR: **Aquatic Management Group (AMG)**
 CONTRACT NAME & PROJECT NUMBER: **Kent Pool**
 ORIGINAL AGREEMENT DATE: **May 26, 2011**

This Amendment is made between the City and the above-referenced Consultant or Vendor and amends the original Agreement and all prior Amendments. All other provisions of the original Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant or Vendor shall:

As set in the terms of the agreement dated March 26, 2011, the current sublease agreement with AMG is scheduled to expire on May 25, 2012. This Change Order will extend the agreement to May 25, 2013.

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$\$95,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$-0-
Current Contract Amount <i>including all previous amendments</i>	\$95,000.00
Current Amendment Sum	\$-0-
Applicable WSST Tax on this Amendment	\$-0-
Revised Contract Sum	\$95,000.00

Original Time for Completion (insert date)	5/25/2012
Revised Time for Completion under prior Amendments (insert date)	n/a
Add'l Days Required (±) for this Amendment	365 calendar days
Revised Time for Completion (insert date)	5/25/2013

The Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT/VENDOR: ^(JG) CITY OF KENT:	CITY OF KENT: CONSULTANT/ VENDOR ^(JG)
By: <i>Suzette Cooke</i> (signature) Print Name: Suzette Cooke Its Mayor (title) DATE: 5/25/12	By: <i>Sean Hutchison</i> (signature) Print Name: SEAN HUTCHISON Its CEO (title) DATE: 5/25/12
	APPROVED AS TO FORM: (applicable if Mayor's signature required) Kent Law Department

Kent Pool Sub Lease Agreement Time Extension

KENT POOL SUBLEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the CITY OF KENT, a Washington municipal corporation ("City"), and AQUATIC MANAGEMENT GROUP, INC., a Washington corporation ("Lessee").

SECTION 1. LEASE PREMISES.

The City subleases to the Lessee the Kent Pool (the "Pool"), located at 25316 101st Avenue S.E., Kent, Washington. The areas subleased are described in the floor plan, which is depicted in Exhibit "B" attached and incorporated by this reference. The leased areas are herein referred to as the "Premises." In addition to the terms of this Agreement, Lessee agrees to abide by the terms of the Lease in Exhibit "A."

SECTION 2. USE OF PREMISES

The Lessee shall occupy, manage, and operate the Premises as a public pool in accord with the conditions and restrictions in King County Resolution No. 34571. This leasehold interest includes the right to charge fees for the public pool services rendered by Lessee on the Premises. The City further grants the Lessee the right to operate vending machines and sell aquatic related merchandise on the Premises. The Lessee shall not conduct any other business or social activity at the Pool, or use the Pool for any other purpose without first having obtained the City's prior written consent.

SECTION 3. TERM.

The term of this Agreement shall be for one year, and shall begin on May 26, 2011, and end at the conclusion of May 25, 2012. At the end of this term, the lease may be extended for additional one year terms subject to the written agreement of terms and conditions by the City and the Lessee, and such additional one year terms need not be approved by the City Council. The City shall have the right, prior to any extension, to review the financial records of the Lessee in order to confirm the Lessee's ability to meet the obligations of this Agreement. The Lessee shall provide the City at least one hundred eighty days prior written notice of its intent to seek an extension of the lease.

SECTION 4. LESSEE CONSIDERATION AND PAYMENT

The Lessee shall provide to the City the following consideration:

A. Public Services. Provide public pool services pursuant to the terms of this Agreement. These public pool services had previously been provided by King County, but in April 2002, King County determined that the Pool would have to be closed unless the City or another entity took over operation and management of the Pool. The Pool was closed in December 2002 when no agreement had been reached between King County and the City regarding the pool. In March 2003, the City received a deed for the Pool from King County and received an assignment of the lease between King County and the Kent School District.

B. Annual Rent. Pay to the City One Dollar (\$1.00) annually within 30 days of execution of this Agreement, and within 30 days of any extension of this Agreement.

C. Leasehold Tax. Pursuant to Chapter 82.29A RCW, Lessee shall pay quarterly to the City, on the 15th day of the month following the end of each quarter, the amount of state leasehold tax owing. The state leasehold tax, currently 12.84% will be based on the fair market value of the rent for the premises.

SECTION 5. CITY CONSIDERATION AND PAYMENT – ANNUAL FEE.

The City shall have the following obligations under this Agreement.

Annual Fee. Payment to Lessee of an amount not to exceed Ninety-Five Thousand Dollars and NO/100 (\$95,000.00) for maintenance, operation, and improvements to the Pool, and up to an additional Twenty-Five Thousand Dollars and NO/100 (\$25,000) annually for capital repairs and lifecycle improvements to the Pool. The City acknowledges that operating the Pool is not a profitable endeavor as seen by King County's experience with the Pool and during the time the City has subleased the pool, and by the responses received when offers to take over the pool were solicited. On January 31st of each year, Lessee shall submit financial documentation to the City showing the profit or loss incurred the previous year.

SECTION 6. LESSEE'S OPERATIONAL OBLIGATIONS.

Lessee shall perform the following tasks:

A. Public Use. Promote and manage the use of the Pool for use as a public pool. Lessee shall establish for City approval a seasonal schedule of aquatic programs.

B. Janitorial Service. Provide janitorial service for the interior and exterior boundaries of the Pool grounds.

C. Personnel. Provide competent personnel in numbers to adequately serve the Pool patrons. Train and supervise personnel in their work and provide the City with any training manuals used. All staff must have the necessary aquatic training and certification as required by the State of Washington, and the Red Cross or Ellis & Associates. All training and certification records shall be easily accessible for review by governing agencies and the City.

D. Utilities. Pay for all utilities associated with the Premises.

E. Maintenance. Maintain the Pool, counter/kiosk area, patios, including garbage containers around buildings and entryways in a clean, well-kept, orderly manner to the satisfaction of the City. Conduct maintenance and repairs to interior facilities and fixtures, including all pool equipment, lights, plumbing, furniture, locks associated with the Premises, Lessee's tools and equipment, and Lessee's leased equipment.

F. Hours of Service. Provide hours of service that meet the public demand for use of the Pool. Lessee shall keep the Pool open Monday through Saturday, except Thanksgiving Day and December 25th of each year, except as provided in Section 7 below. Sundays will be reserved for special events. The City's Parks and Recreation director (the "Director") must approve any other days that Lessee proposes to close the Pool prior to any closure.

G. Advertising. Provide necessary or appropriate advertising to publicize the Pool; provided, the City shall commit to providing the following as part of that advertising program:

1. Full page in each City Parks & Recreation Program Guide;
2. Printing of two marketing pieces per year to be delivered through the Kent School District; and
3. Promotion support of Pool on Kent Commons reader board.

H. Alarm System. Install and maintain a burglar alarm system if it is mutually agreed that a system is needed.

I. Fee Schedule. Propose to the City a schedule of fees for use by the Pool. These fees shall include, but not be limited to, lessons and public swim times. The list of fees must be approved by the Director, but the Director may not

unreasonable withhold his/her approval. Any subsequent changes to the schedule of fees must be agreed upon by Lessee and the Director.

J. Policies and Procedures. Abide by the following operating policies and procedures:

1. Operate the Pool pursuant to the rules and regulations established by the City and any aquatic facility governing agency.
2. Expel from the Pool unruly persons or those under the influence of intoxicants.
3. Prohibit illegal activity on the Premises.
4. Respond in a timely and reasonable manner to members of the public with complaints regarding the Pool. Lessee shall supervise a public relations program for the Pool. Lessee shall refrain from derogatory comments regarding the City's Pool policies or decisions. Lessee shall explain to Pool staff and Pool users the City's Pool policies or decisions.
5. Prohibit use of the Premises for ancillary, revenue-producing activities, unless expressly authorized by the City prior to any such activities and subject to any conditions imposed by the City.
6. Regulate the conduct of all persons at the Pool including preventing trespassing and other behavior that may cause harm or damage to the Pool.
7. Perform a daily physical inspection of the Pool on all days of operation, and immediately report any unusual or unsafe conditions to the Parks and Recreation Department (the "Department"). Such reports shall be followed by written correspondence to the Department.
8. Communicate with the Director, or his or her designated staff, on a regular basis regarding the Pool's operations and conditions.
9. Obtain prior written City approval for all advertisement for commercial vendors.

K. Financial Reports. Provide quarterly financial reports to the Department.

L. Documentation of Solvency. Submit to the City by March 31st, either a copy of the previous year's annual report or a Certificate of Solvency by a certified public accountant to demonstrate Lessee's financial solvency and ability to maintain operations under this Agreement.

M. New Aquatic Facility. Assist the City in planning, feasibility studies, and promotion of the construction of a new aquatic facility in the City of Kent as directed by the Kent City Council.

N. Audits. All revenue and fees collected at the Pool are subject to audit by the State Auditor, the City, or City hired Certified Public Accountants. The Lessee shall permit the City, at any time during business hours, through its designated representative, to inspect and verify such accounts and all other business records concerning operations at the Pool. Detail backing up the subsidiary records is subject to audit and records are to be retained per RCW 40.14, record retention laws. The Contractor shall take immediate corrective action on all prior, current, or future internal accounting weaknesses as directed by the City.

SECTION 7. POOL CLOSURE

A. Closure due to Catastrophe. The Pool shall remain open unless it is closed as a result of causes beyond the control, fault, or negligence of the parties. Such causes may include, without limitation, acts of God or public enemy, acts of the federal, state, or local governments, fires, floods, earthquakes, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, court orders, and unusually severe weather or other conditions that cause all or a portion of the Pool to be closed for extended periods of time. Should either the City or the Lessee fail to perform because of a cause described in this subsection, the City and the Lessee shall make a mutually acceptable revision to Sections 4, 5, and 6 of this Agreement. Additionally, this Agreement may be terminated if the Pool is deemed unusable by the City as a result of major damage or destruction and the City elects not to rebuild the unusable portions. Closure of the Pool under the above conditions shall not be a breach of this Agreement.

B. Closure for Maintenance. In the event that Lessee determines that it is necessary to close all or a portion of the Pool due to regular maintenance, repair, capital improvements, inclement weather, or similar conditions that result in a situation where the Pool's condition is unsatisfactory for use, or if damage to the Pool is likely if it remained open, the Lessee shall coordinate such closure with the

City prior to the closures. Closure of the Pool under the above conditions shall not be a breach of the Agreement.

C. Permanent Closure by the City. Should the City determine that the Pool must be permanently closed for any reason, including but not limited to, structural damage, cost of repair, or expense of operation, Lessee shall comply with the City's decision and close all or part of the Pool, depending on the City's decision, at no cost to the City. Closure of the Pool under such conditions shall not be a breach of the Agreement.

SECTION 8. SIGNAGE

All graphics placed upon or affixed to any part of the Premises shall be subject to the prior written approval of the City or its representative, which approval shall not be unreasonably withheld. The Lessee will follow all City sign codes. The Lessee shall submit detailed plans and secure any needed permits/approvals for all exterior and interior signs.

SECTION 9. CAPITAL IMPROVEMENTS/REMODELING

A. Generally

1. Lessee shall, prior to commencing any alteration, improvement, or construction, submit to the City in writing, plans for alterations, improvements, and construction along with a breakdown of the cost of such improvements.
2. All plans submitted are subject to the approval of the Director or his/her representative prior to commencement of any alteration, improvement or construction. The City agrees to promptly review the plans, and if the alteration, improvement, and construction is acceptable, to promptly approve the same. The plans as approved shall be attached to an executed copy of this Agreement and be incorporated herein. This approval by the Director is in addition to any plan review or issuance of permits by the City in its capacity as a governing body rather than a landlord.
3. All work performed shall be done to the satisfaction of the City and shall be carried out in a manner that minimizes impact upon the use of the Pool by the public. Lessee shall be responsible for obtaining all governmental permits, for meeting all code requirements, and shall submit copies of the same to the City or

its representative prior to commencing any construction on the Premises.

4. The City may conduct inspections of any capital improvement work at any time to assure itself that such work is in accordance with the plans approved by the City. In the event any such work is not performed according to the plans as then approved by the Director, the Director or his/her representative shall send a Notice of Non-Compliance to the Lessee. In the event the Lessee fails to make corrections within twenty (20) days after the Lessee's receipt of such Notice of Non-Compliance, the Department may make whatever corrections are necessary to bring such work into compliance with the plans as approved and shall charge the Lessee for all costs of such corrective work.
5. The City may require Lessee, prior to commencement of any construction work, to provide payment and performance bond(s) in a form(s) approved by the City Attorney, payable to the City in the full and just value of such capital improvements, conditioned that all provisions of this Agreement relating to capital improvements shall be faithfully performed by the Lessee, or the surety, if required.
6. Lessee shall furnish the City with a complete set of reproducible 24"x36" mylar drawings reflecting the final "as-built" condition of all capital improvements within thirty (30) days after completion of the construction. Lessee shall furnish to the City copies of all operating manuals, equipment brochures, paint schedules and material brochures for such improvements.
7. Lessee will use recycled products whenever possible.
8. All alterations, capital improvements, and construction shall be constructed and installed solely at the Lessee's expense, unless the City expressly agrees in writing to contribute toward the costs thereof. All alterations and capital improvements by Lessee shall become and remain the property of the City. All equipment, fixtures, and furnishings installed by Lessee will be maintained and repaired by Lessee.

B. Initial Capital Improvements. Lessee shall pay for and construct, subject to this Section 9, the capital improvements to the Pool as mutually agreed to by the parties.

SECTION 10. TAXES/FEES

The Lessee shall promptly pay all taxes and fees for its operations to the appropriate collecting agencies.

SECTION 11. NON-DISCRIMINATION

Lessee shall conduct its business in a manner which assures fair, equal and non-discriminatory treatment at all times in all respects to all persons without regard to race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory mental, or physical disability. No person shall be refused service, be given discriminatory treatment or be denied any privilege, use of facilities, or participation in activities on the Premises on account of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory mental, or physical disability. Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

Lessee shall comply with all applicable Federal, state, county, and city laws, ordinance, rules and regulations regarding non-discrimination in employment, and the provision of services to the public in a non-discriminatory manner.

The Lessee shall be responsible for complying with the ADA with respect to any improvements installed by the Lessee, the placement of furniture and furnishings, and the Lessee's operations.

SECTION 12. INSURANCE

During the term of this Agreement and any extension thereof, the City shall maintain an insurance policy on the Premises in the amount of the replacement cost for damage from fire; earthquake, and other perils. Said insurance policy shall also insure the replacement value of the equipment provided by the City pursuant to this Agreement.

The Lessee shall be responsible for maintaining its own fire and hazard insurance on Lessee owned personal property and leasehold improvements placed within the Premises by the Lessee.

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Lessee, its agents, representative, employees or subcontractors.

The Lessee shall provide a *Certificate of Insurance* evidencing:

1. *Automobile Liability* insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage, and
2. *Commercial General Liability* insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to blanket contractual, products/completed operations; broad form property damage, premise operations, employer's liability; and personal injury.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Lessee.

The City shall be named as an additional insured on the insurance policy, and a copy of the endorsement naming the City as an additional insured shall be attached to the *Certificate of Insurance*.

The Lessee's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit brought, except with respects to the limits of the insurer's liability.

The Lessee's insurance shall be the primary insurance with respect to the City, and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

SECTION 13. INDEMNIFICATION/HOLD HARMLESS

The Lessee shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Lessee and the City, its officers, officials, employees, and volunteers, the Lessee's liability hereunder shall be only to the extent of the Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under *Industrial Insurance, Title 51 RCW*, solely for the purposes of this indemnification.

This waiver has mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 14. MUTUAL RELEASE AND WAIVER.

The Lessee and City shall not assign to any insurance company any right or cause of action for damages which the parties now have or may subsequently acquire against the other party during the term of this Agreement and shall waive all rights or subrogation for such damage.

SECTION 15. STANDARDS.

Lessee recognizes that although it is operating its facilities as an independent operator for profit, the City is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. The Lessee, its agents and employees, will devote their efforts toward rendering courteous service to the public with a view of adding to the enjoyment of the patrons of this recreational facility.

SECTION 16. COMPLIANCE WITH LAWS.

Lessee shall comply with all applicable Federal or State laws and City ordinances and with applicable Federal, State, City and local rules and regulations.

SECTION 17. SURRENDER OF PREMISES AND REMOVAL OF LESSEE'S PROPERTY.

A. Surrender. Upon termination or expiration of this Agreement, the Lessee shall surrender the Pool to the City and promptly surrender and deliver to the City all keys that it may have to any and all parts of the pool.

B. Condition. The Pool shall be surrendered to the City in as good a condition as at the date of execution of this Agreement, except for the effects of reasonable wear and tear, alterations, and repairs made with the concurrence of the City.

C. City Property. All City purchased and owned equipment and furnishings, and any such equipment and furnishings situated within the Premises subsequently purchased and owned by the City shall remain City property and be left on the Premises.

SECTION 18. LIENS AND ENCUMBRANCES

Lessee shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's

request, Lessee shall furnish the City written proof of payment of any item which would or might constitute the basis for such a lien on the Pool if not paid.

SECTION 19. ENTRY.

The City's representative may enter the Pool during normal operating hours for the purpose of inspecting the Pool, except in the case of emergency when the City may enter at any time, but this right shall impose no obligation upon the City to make inspections to ascertain the condition of the Pool. During operating hours, city employees will check in at the front counter to best coordinate with the Lessee.

SECTION 20. BREACH

A. Notice of Breach. In the event that either party claims that the other is in a breach of any of the provisions of this Agreement, notice of the breach shall be submitted to the party alleged to be in breach and the party in breach shall have thirty (30) days from receipt of the notice within which to correct any activity or conduct claimed by the other to have constituted a breach of this Agreement.

B. Remedies. In the event that the party in breach fails to correct the activity claimed to constitute a breach of this Agreement within thirty (30) days of receipt of the notice of breach, the party claiming breach may:

1. Issue a notice of termination in writing by certified mail (return receipt requested), or by personal delivery setting the reason for termination, and/or
2. Seek a judicial remedy, including specific performance; and/or
3. Pursue any other remedy available at law or equity.

C. Fees at Termination. In the event of termination, Lessee shall owe to the City a portion of the annual fee set forth in Section 5 equal to the amount of the fee divided by 12 months and multiplied by the number of months remaining in the Lease.

SECTION 21. TERMINATION OTHER THAN BREACH

A. Pool Closure. In the event that the City determines in its sole discretion, to close the Pool for reasons in accord with Section 7, the City may terminate this Agreement upon issuance of a Notice of Termination giving the Lessee sixty (60) days from receipt to vacate the Pool per Section 17. A notice of breach is not required under these circumstances.

B. Notice of Termination. Under circumstances other than Section 20.C above, upon receipt of written notice of termination by the City, Lessee will have sixty (60) days to vacate the Pool, unless Lessee has abandoned the Pool, in which case the City may take immediate possession of the Pool.

SECTION 22. ASSIGNMENT.

Lessee shall not voluntarily, by operation of law, or by process or proceeding in any court, assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement, or any interest therein, and shall not subcontract the obligations under this Agreement, or any part thereof, without the prior written consent of the City. Any such assignment, subcontracting or use without compliance with the terms of this paragraph shall be void and shall constitute a default under the terms of this Agreement. If Lessee is a corporation, any transfer of this Agreement from Lessee by merger, consolidation, or liquidation, or any change in the ownership or power to vote in a majority of the outstanding voting stock of Lessee shall constitute an assignment for purposes of this paragraph. Any consent to one assignment, subcontracting, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subcontracting, or use by another person. Consent to any such assignment, subcontracting or use shall in no way relieve Lessee of any liability under this Agreement. Assignment by Lessee to a financial institution holding a security interest in this Agreement shall not be considered a violation of the consent requirements of this Agreement. Consent for any subsequent assignment by said financial institution to another Lessee will not be unreasonably withheld; however, any assignee must have experience and be knowledgeable in public pool management.

SECTION 23. MODIFICATION.

The parties hereto reserve the right to amend this Agreement from time to time as may be mutually agreed. No amendment hereto shall be effective unless written and signed by authorized representatives of the parties.

SECTION 24. PAYMENTS TO VENDORS.

The Lessee shall pay timely all suppliers and contractors providing services, materials or equipment for carrying out its obligation under this Agreement. The Lessee shall not take or fail to take any action in a manner that causes the City or the Premises to be subject to any claim or lien of any person without the City's prior written consent.

SECTION 25. CONFIDENTIALITY OF RECORDS.

The City will, to the extent allowed by law, keep all of Lessee's financial cost information confidential, unless required to disclose the information as a result of the Washington Public Records Disclosure law, Ch. 42.56 RCW or by court order.

SECTION 26. SEVERABILITY.

In the event any one or more of these sections are held invalid by a court of competent jurisdiction, they shall be severed and this Agreement shall not be voided in its entirety. This Agreement shall then be interpreted as if such invalid agreements and covenants were not contained herein.

SECTION 27. WASHINGTON LAWS

A. This Agreement shall be construed according to the laws of the state of Washington.

B. Any litigation arising under this Agreement shall occur, if in state court, in the King County Superior Court having jurisdiction thereof.

SECTION 27. ENTIRE AGREEMENT

This Lease, including the exhibits and addenda, if any, contains the entire agreement of the Parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Premises, if any, are merged into this Lease.

SECTION 28 NOTICE.

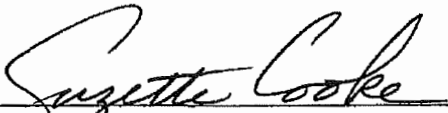
Any notices required or permitted under this Lease may be personally delivered, delivered by facsimile machine, or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

Parks and Recreation Director
City of Kent
220 Fourth Avenue South
Kent, Washington 98032
(243) 856-5100 Telephone
(253) 856-6050 Facsimile

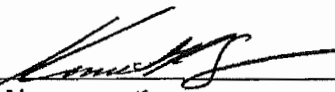
Aquatic Management Group, Inc
P.O. Box 129
Kent, WA 98035
(206)824-4722 Telephone

IN WITNESS WHEREOF, the parties hereto have executed this Lease

CITY

By: 
Print Name: Suzette Cooke
Its: Mayor
Date: 5/27/11

AQUATIC MANAGEMENT GROUP, INC.

By: 
Print Name: KENNETH E. SPENCER
Its: Operations Manager
Date: 5/27/11

Notary Acknowledgements Appear on Following Page

P:\Civil\Files\Open Files\1580-Kent Pool\KENT POOL SUBLEASE AGREEMENT 2011.docx