



LAC LA BICHE COUNTY PROCEDURE

TITLE: POOL ALLOCATION

PROCEDURE NO: CM-71-018

SPECIAL NOTES/CROSS REFERENCE:
CM-71-018 Pool Allocation Policy

AMENDMENT DATE:

GUIDING PRINCIPLES

The following principles served as the framework for developing the Pool Allocation Procedure, and should be considered when implementing and/or interpreting the various statements:

- a. **Access and Equity:** Promote fair and equitable access to pool spaces and amenities in terms of allocation as well as in the application of rental fees and user charges.
- b. **Efficient Use:** Promote efficient use of pool spaces and amenities by maximizing usage (via appropriate sharing) and ensuring that the County is receiving fair compensation for the usage.
- c. **Diversity:** Promote a wide range of program opportunities, accessible to community members of all ages and abilities.
- d. **Safety:** Promote at all times and during all activities a physically safe aquatic environment, including lifeguard ratios and the supervision of minors and non-swimmers as appropriate.
- e. **Youth Development:** Promote the role that the pools can play in the development of physical fitness and physical literacy as a positive lifestyle choice for the adults of tomorrow.
- f. **Partnership:** Promote mutually advantageous partnerships with community associations, school groups, sports leagues, etc. in the delivery of unique programs and special events.
- g. **Outreach:** Promote aquatics as a relatively low-barrier activity for children and families, and educate and advocate for water safety awareness wherever possible.

DEFINITIONS

- a. **“Adult Organization:** means an organization, that is set-up as a society, whose membership is for individuals eighteen (18) years of age and older.
- b. **“Additional Municipal Services”** shall refer to all facility services provided by Lac La Biche County, which are beyond those that would normally be provided to ensure the health and safety of the Public using the facility.
- c. **“Casual User”** means a User who has less than 12 rentals in a calendar year.

- d. **“Contact Person or Alternate”** means an individual identified as the primary Contact Person or Alternate for the County and/or a user group/organization.
- e. **“County”** means within the boundaries of Lac La Biche County, and the Department(s) designated by the Chief Administrative Officer (CAO) to implement this procedure.
- f. **“County Programs, Co-Sponsored Programs and Special Events”** means any program or special event operated, co-sponsored or sanctioned by the Recreation department (i.e. swimming lessons, open swims, or special events).
- g. **“Non-Prime Time”** means the period of operation open to the general public at a leisure facility which is judged by the County to be the lowest demand or least desirable period of regular use.
- h. **“Prime Time”** means the period of operation for a given facility or program which is judged by the County to be the highest demand and most desirable period of regular use. Currently prime time is designated as weekdays from 4 to 8 pm and all day Saturdays.
- i. **“Public Swims”** means programs and leisure opportunities provided by the County that are open to the public, either as Lane Swims or Open Swims.
- j. **“Recreation Department”** means the individuals who compose the department responsible for accepting, scheduling and administering the pool allocations;
- k. **“Regular User”** means a User that requests three (3) or more allocations in a one (1) month period.
- l. **“School Use”** means the bookings by schools, either within or outside of the Lac La Biche Region that are included within the Northern Lights School Division.
- m. **“Special Event”** means a public or private event that is not directly associated with regular activities or bookings.
- n. **“Youth Group/Organization”** means an organization that is setup as a society, which includes activities and programs organized primarily for youth residing within the Lac La Biche Region. User groups must have 80% of membership composed of individuals eighteen (18) years old and younger to qualify as a youth group.
- o. **“User Agreement”** means a document that clearly outlines the contractual agreements between the County and the User.

GENERAL TERMS AND CONDITIONS

1. All users shall submit pool booking requests to the County by completing the Pool Booking Request Form at least one week in advance of the desired date.

2. All Regular Users must provide a certificate of insurance for a minimum of \$2,000,000.00 comprehensive general liability insurance, naming the County as an additional insured – refer to User Agreements for details.
3. All users, coaches, parents and support staff are required to follow the posted rules and conditions contained within their user agreement or rental contract, in addition to directives by County staff (specifically lifeguards), or risk losing pool allocation and booking privileges.

1. APPLICATION PROCESS

1.1. All Users:

- a. Pool allocation is based on the total number of requests received, availability, intended activity, priority ranking, and cost efficiency addressed on a first come, first served basis;
- b. Users must provide the required documentation prior to bookings being confirmed. Bookings are not considered confirmed until the County has received all relevant documentation, and the User has been contacted by County staff. Casual Users are required to pay the rental amount in full in advance to secure the booking.
- c. Verbal inquiries regarding pool space and amenities availability do not constitute a booking request or confirmation of space.
- d. Allocated pool time may not be subleased or sold to other groups or users without prior approval from the County.
- e. All correspondence, bookings, and invoicing will be conducted between the County and the Contact Person or Alternate provided by the User. Decisions and actions of the Contact Person or Alternate are considered decisions and actions of the User. The Contact Person or Alternate is responsible for sharing information with their respective user group. The County will not be held responsible for lack of dissemination of information by the Contact Person to any or all members of the User group.
- f. The County reserves the right to change, cancel, or provide alternate pool allocation as it deems necessary, to adjust for unforeseen circumstances and/or to maximize the use of the pool space and amenities for the benefit of all users. This can include (but is not limited to) pool foulings, unsafe water imbalances, inadequate supervision ratios, inefficient use of pool space, weather conditions, etc.

1.2. Priority Ranking:

The following priority ranking will be utilized to determine basic pool space and amenities allocation:

First Priority: County Programs, Swimming Lessons and Special Events

Second Priority: Youth Group Practices & Activities

Third Priority: School Use

Fourth Priority: Public Swims

Fifth Priority: Adult Organizations

Sixth Priority: Casual Users & Private Bookings

1.3. Regular Users:

Regular Users can submit requests for the upcoming activity season (September – June) starting May 1st. Requests will be date stamped and kept on file until pool space and amenity allocation is decided by the Aquatics Services Coordinator.

Should there be changes to schedules or additions to any Regular User's requests, whereby existing Regular Users' requests cannot be accommodated, all Regular Users may be asked to attend a Pool Allocation meeting in June. If schedules or times cannot be resolved, the established Priority Ranking list will be used to determine pool allocation.

It is recognized that other factors may influence the suitability of pool space or amenities for certain Youth Sporting Organizations. The following factors may also be taken into consideration should the need arise, including but not limited to

- a. Age of participants;
- b. Total number of registrants for each Youth Organization or group;
- c. Historical precedent; and
- d. Lac La Biche's County's goals with regards to development of youth and recreation.

Regular Users are responsible for the setup, takedown and cleanup of their equipment, pool space and amenities.

Regular Users are required to sign a User Agreement and provide all necessary documentation prior to their first scheduled pool use or be subject to a \$250 penalty and risk losing their allocation for the season.

1.4. Casual Users:

Requests from Casual Users will be considered on a 'first come, first served' basis.

1.5. New Users:

New Users who wish to enter into a User Agreement must meet the following criteria:

- a. If there is an existing user group meeting similar needs in the County, the Recreation Department will direct the new group to the existing user group first;
- b. The group must be composed of at least 80% Lac La Biche County residents and provide a Contact Person or Alternate.

1.6. Public Swims:

County Administration strives to provide consistent public swim times through the year, but this will be based on pool space availability, staffing, and may be altered or cancelled as required.

- a. Public swims will be provided a minimum number of four (4) times per week, with at least one (1) being a weekend day (Saturday or Sunday);
- b. Lane Swims will be provided a minimum of two (2) times per day on weekdays.

2. FEES

Each User will be charged in accordance with the Recreation Facility User & Rental Fee Bylaw #14-029. Regular Users are invoiced monthly based on usage. All other Users must pay in full at the time of booking.

Accounts overdue by thirty (30) days net of receipt will be charged interest as determined by the County. Regular Users will be denied access to book pool space and amenities and may lose future bookings or priority standing, until outstanding fees are paid in full.

Any costs incurred by the County for set up prior to an event or clean up after an event or equipment damaged by the User not constituting regular use may be charged to the User.

3. CANCELLATIONS AND REFUNDS

All cancellations must be provided in writing or electronic format at least forty-eight (48) hours in advance of the schedule event. A cancellation is not considered confirmed unless the Contact Person or Alternate has received confirmation that the County acknowledges receipt of the cancellation request. The County may

During inclement weather, when 48 hours notice is not possible, it is still the responsibility of the Contact Person or Alternate to contact the County either in person, by phone or electronically and cancel bookings in order to not be charged. This is the only time verbal cancellations will be accepted. Users who do not provide a cancellation request within the timelines indicated will still be charged, even if the space and amenities were not used.

The County will cancel a contract or booking should there be a breach of this Policy, its conditions, rules or regulations, or the County be of the opinion that the facilities are not being used for the purposes requested.

The County reserves the right to cancel or alter pool allocations for special County-wide events and/or maintenance. In such instances the County will refund any fees paid for the cancelled time.

In the event of a County initiated cancellation, the Contact Person or Alternate will be contacted via written or electronic format at least ten (10) working days prior to the event. In the event of power outage or maintenance issues, County staff will inform the Contact Person or Alternate of the cancellation by phone, email or any other means necessary to ensure they are notified and apply account credits accordingly.

The County assumes no liability or responsibility for the general operations or management of special events, tournaments/carnivals or registrations for Users. Inquiries and issues will be directed to the Contact Person or Alternate of the respective user group, and not handled by Lac La Biche County staff.

4. FACILITY DAMAGES

Users shall bring any damages or safety concerns to the immediate attention of the County prior to their pool allocation to eliminate any charges to their respective group.

Any damages that may occur to the pools, lane ropes, equipment, change rooms, etc. from misuse or anything more than regular wear and tear during pool use will be charged to the User through the Contact Person or Alternate on file. The User may be invoiced for the repairs or replacement charges including staff/contract labour.

5. DISPUTE / CONFLICT RESOLUTION

If there is a dispute or conflict that cannot be resolved by Users, a letter indicating the issues or dispute should be submitted to the Coordinator, Aquatics Services. If the response provided is not satisfactory, a letter of appeal to the Manager, Recreation should follow. If the response provided is not satisfactory, a letter of appeal to the Senior Manager of Recreation & Community Enhancement and then to the Chief Administrative Officer (CAO) should follow. The final step would be a letter of appeal or delegation to County Council who will have the final decision.

6. USE OF MEETING SPACE, STORAGE ROOMS, LOCKERS OR OTHER SPACE

Regular Users may also request the use of other spaces, storage rooms or lockers on a 'first come, first served' basis. The County reserves the right to accept or deny such requests and charge admission or rental fees for the use of said spaces. Unless otherwise specified, a pool space and amenities booking entitles the User to only 15 minutes in the facility change rooms prior to and following the event.

Further details are outlined within individual User Agreements as per requests received.

7. ADVERTISING & PROMOTIONAL ITEMS

The County reserves the right to permit or refuse requests for signage, billboards and other types of advertising or promotional structures within Portage Pool.

“Original Signed”
Chief Administrative Officer

December 5, 2014
Date