

CITY OF LANCASTER

**AGREEMENT WITH ANTELOPE VALLEY SPECIAL OLYMPICS
FOR USE OF CITY SWIMMING POOLS**

THIS AGREEMENT is entered into this _____, 2010, by and between the City of Lancaster, California, a municipal corporation and hereinafter referred to as "City" and the Antelope Valley Special Olympics, 44851 Lorimer Lancaster, California, 93534, hereinafter referred to as "Special Olympics,"

WHEREAS, the City has determined that it is advantageous and in its best interest to enter into an Agreement for use of the City swimming pools with an organization that promotes and conducts programs for developmentally disabled youth and adults; and

WHEREAS, Special Olympics has submitted to the City a proposal for an Agreement for use of said pools by developmentally disabled youth and adults for swimming activities, an organization has been formed and named Antelope Valley Special Olympics; and

WHEREAS, Special Olympics in providing such services is able to provide swimming opportunities for the developmentally disabled youth and adults of the Antelope Valley and has parents, volunteers and board and care representatives to assist in carrying out the duties involved in providing such an aquatics program; and

WHEREAS, the City has a facility and staff to assist and provide such an aquatics program as well as aquatics supervision and instruction;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises hereinabove stated, the parties hereto agree as follows:

Section 1. Term of Agreement. This Agreement shall be for a period of two (2) years commencing on the 23rd day of March 2010, and ending on the 22nd day of March, 2012, unless sooner terminated as hereinafter provided.

Section 2. Payment. Payment is due each year at the beginning of the new season but no later than December 31st. A check or money order should be made payable to: "City of Lancaster." (Exhibit A, Payment Schedule).

Section 3. Scope of Service. During the term of this Agreement, Special Olympics shall provide the following services:

- A. Collect all fees and charges to Special Olympics participants.
- B. Be responsible for the actions of Special Olympics participants during practice times and during any swim meets including:
 - (1) Requiring adherence to all safety rules and regulations.

- (2) Being responsible for physical damage to the swim facility.
 - (3) Insuring proper treatment and usage of City equipment used during all meets.
- C. Provide to the City a list of all vendors and sponsors who will be present at Special Olympics swim meets two weeks prior to the date of the meet. Vendors or sub-contractors should provide certificates of insurance similar in limits and coverage to that which Special Olympics is providing in this agreement. Special Olympics may provide this coverage through their own insurance.
- D. Complete and submit a Facility Use application form for any Special Olympics Swim Meet. Provide to the City Parks, Recreation and Arts Director or his/her designated representative the number of participants and spectators at all aquatic meets.
- E. Provide the City with the name, address and telephone number of designated representatives of Special Olympics within sixty (60) days of the start of the season.
- F. Provide adequate notification of any schedule deviations and provide a current list of names of participants.
- G. Special Olympics representatives, board and care representatives and/or parents are responsible for supervising and monitoring participants before, during and after swim practices and swim meets. This includes the pool deck, showers and dressing rooms, front lobby, and outside patio area. Participants are to observe posted rules, basic pool rules, pool regulations and schedules. Pool rules include but are not limited to: No food or beverages on the pool deck, no glass containers, no running on the deck, no horseplay, no hanging, sitting or laying on the lane lines, pool users must obey lifeguards on duty. The City Aquatics Supervisor, Pool Manager or Senior Lifeguard on duty is in charge of the facility, operation of the swimming pool and enforcement of the pool rules.
- H. City owned swimming training aids may be available for use by Special Olympics. Special Olympics shall be responsible for the cost of repairing any damage caused to equipment beyond normal wear and tear.
- I. Special Olympics may conduct fund-raising activities at swim meets to offset operational expenses.
- J. A current Certificate of Insurance must be provided as described in Section 8.
- K. During times of exclusive use, Special Olympics shall be responsible for leaving the pool area, pool deck, locker/shower area and surrounding area in the same condition as it was when they arrived. During periods of shared use, Special Olympics shall be responsible for cleanup of the areas that are used exclusively by Special Olympics.

- L. The pool use fee for Special Olympics shall be based by the number of City lifeguards providing supervision to the swimmers in the Special Olympics program. Currently five (5) lifeguard staff is assigned. (Exhibit A, Payment Schedule).
- M. Special Olympics shall be responsible for paying City staffing costs and facility use fees associated with each Special Olympics sponsored swim meet according to the current City Fee Resolution. Fees for Special Olympics swim meets (usually one meet per year) shall normally be based on the minimum fee applicable but shall include fees for City staffing and any extraordinary equipment or staff request.
- N. Special Olympics shall not assign, sublet or lease any part or portion of this Agreement without the prior written approval of the City Council.
- O. Special Olympics' swimmers will not be allowed in the pool office, in the boiler/maintenance room area, or in other areas, except for areas designated for Special Olympics use.
- P. The pool office telephones are for City business and emergency use only.
- Q. Special Olympics shall submit requests for changes in pool use times in writing. Requests for the use of City swimming pools for Special Olympics swim meets shall be submitted on the proper City Facility Use Request form. Special Olympics shall provide dates of proposed future swim meets to be held in City swimming pools six months prior to the swim meet.
- R. Special Olympics shall observe and follow all standard safety rules, regulations and any directives set forth by the City pertaining to the safe operation of the aquatics programs and operation of the swimming pool facilities.

Section 4. Responsibilities of the City. Under this agreement, the City shall provide the following:

- A. City shall provide a designated weekly pool use time for Special Olympics swim practices beginning in September and ending in June. Pool use time will be one (1) hour per week except on holidays or pool closures due to pool maintenance work or mechanical problems with the pool. City programs have priority use of City pools. The City will provide as much advance notice to Special Olympics whenever scheduling conflicts or unexpected closures of the pool arise. During the months before and after the High School swim season Special Olympics will have use of the entire pool except two (2) lanes for adult lap swimmers. During High School swim season, six (6) swim lanes will be made available with three (3) of the swimming lanes in the deeper end and three (3) in the shallow end of

the pool. The use of additional lanes may be available if Special Olympics use the facility during a later time period.

- B. City shall provide aquatic personnel to provide the swimming instruction and water supervision of Special Olympics participants. The current number assigned is five (5) lifeguards.
- C. City is responsible for the operation of the pool facilities and City programs take precedence, except for time periods designated for the Antelope Valley Union High School District. The Antelope Valley Union High School District has basic use of the pool during the traditional school year, Monday through Friday from 6:00 a.m. to 6:00 p.m.
- D. Eastside Pool shall serve as the primary club site; however, Webber Pool may serve as an alternate site. Same contractual conditions will prevail.
- E. City equipment that may be available for use may include: kick boards, starting blocks, lane lines, timing devices, tables and chairs.
- F. Maintain proper conditions for training during swim team use in terms of temperature, cleanliness and proper chemical balances.
- G. City Aquatic and Maintenance staff are responsible for the ongoing maintenance, safe operation, and supervision of the swimming pool facilities and activities.

Section 5. Standards of Service. The standard of performance which Special Olympics is obligated to perform hereunder is the standard which is considered to be good managerial practices and shall be subject to the approval of the City.

Section 6. Equipment and Labor. Special Olympics shall furnish, at their own expense, all labor, equipment and materials necessary for the satisfactory performance of the work set forth in this Agreement unless specified otherwise. The equipment provided by the Special Olympics in furtherance of this Agreement shall be adequate and properly maintained both as to condition and appearance so as to insure a high level of Special Olympics services under this Agreement. Special Olympics shall properly maintain and care for equipment provided by the City.

Section 7. Hold Harmless. All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by the Special Olympics in the performance of this Agreement shall be deemed officers, agents and employees and subcontractors of the Special Olympics and the City shall not be liable or responsible to them for anything whatsoever, other than the liability to the Special Olympics set forth in this Agreement.

The Special Olympics agrees to indemnify or reimburse the City or injured party for any damage of any nature whether bodily, property or otherwise caused by itself, its employees, agents or subcontractors with respect to the operation of this Agreement or the use of any equipment or machinery; therefore, the Special Olympics agrees to reimburse the City, the City

Council, and any officer of the City for any damages occasioned thereto by the malfeasance of said Special Olympics, his employees, agents, subcontractors or employees thereof with respect to the operation of this Agreement or the use of any vehicle, equipment or machinery in performing this Agreement, and said Special Olympics further agrees to hold harmless and defend in all proceedings and courts of law said City, the City Council, and all officers of the City in respect to any claim or legal proceeding or judgment made, filed or presented against the foregoing by reason of said malfeasance or nonfeasance.

Section 8. Insurance. Special Olympics shall deposit with the City an insurance policy or a Certificate of Insurance which shall evidence the fact that the Special Olympics has in full force and effect comprehensive liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate and also provide contractual liability insurance coverage with the City of Lancaster, the Lancaster Redevelopment Agency, Industrial Development Authority of the City of Lancaster, Lancaster Community Services Foundation, Inc., Lancaster Financing Authority, their officers, agents, servants and employees named in said coverage and Worker's Compensation Insurance for all its employees. Said policy shall contain a provision that the same cannot be cancelled without at least thirty (30) days written notice to the City Manager or his designated representative.

Section 9. Compliance With All Laws. Special Olympics shall obtain all proper licenses and certificates required for the proper operation of the competitive swim program and shall abide by all Federal, State, County, and local laws associated with the provision of said services.

Section 10. Standards of Operation. Special Olympics agrees to operate said swim program pursuant to a use schedule as determined by the City and reviewed by the Special Olympics. Special Olympics further agrees that all City events at Eastside Pool and Webber Pool will have priority over Special Olympics activities.

Section 11. Independent Contractor Status. Special Olympics is contracted hereunder to render a professional service within the scope of the training and experience and Special Olympics only bears a legal relationship of independent contractor to the City with respect to the services to be performed. As such, the City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by the Special Olympics to perform the services hereunder. The City shall not be responsible for providing any transportation to Special Olympics swim meets.

Section 12. Termination. Notwithstanding any other provision of this Agreement to the contrary, the Agreement may be terminated at any time by either party upon thirty (30) days written notice.

Section 13. Miscellaneous.

- A. Any controversy between the parties hereto involving the construction or application of any of the terms, provisions or covenants of this Agreement may, on the written request of one of the parties served on the other, be submitted to

arbitration and such arbitration shall be complied with and be governed by the provisions of the California Arbitration Act, Section 1280-1294.2.

- B. Special Olympics agrees that supplies purchased by and used by Special Olympics for swim meets shall be made available to City aquatic staff for use during City swim meets, e.g., equipment such as pace clocks, etc. The City shall be responsible for the repair or replacement of any equipment damaged or broken except for normal wear and tear.
- C. The additional off-season use of Webber Pool for Special Olympics' purposes may include fees which will be the responsibility of the club. Fees may be defined as: start up costs of the pool, heating costs and staffing of the facility. Off season shall be designated October through the Memorial holiday weekend in May.
- D. City and Special Olympics will meet a minimum of once per year and additional times as necessary to review and discuss operation of this Agreement. City and Special Olympics will jointly establish time and meeting place.

Section 14. Co-Sponsorship. The City of Lancaster agrees to co-sponsor the Special Olympics swim team. Co-sponsorship shall consist of, but not be limited to, the following:

- A. Special Olympics shall advertise City of Lancaster co-sponsorship for aquatics activities on flyers, publicity, and other news releases. The City of Lancaster shall provide appropriate language and logo use guidelines.
- B. The City shall provide instruction and in water supervision by lifeguards of Special Olympics participants and will provide assistance for the Special Olympics meet.
- C. City will provide information regarding Special Olympics in the Outlook publication, space permitting.
- D. The co-sponsorship portion of this Agreement may be amended upon mutual agreement of both parties or be cancelled by either party with thirty (30) days written notice to the other.

Section 15. Notice. Any written notice to the parties hereto shall be deposited in United States mail, postage prepaid addressed as follows:

"CITY"

CITY OF LANCASTER
44933 North Fern Avenue
Lancaster, California 93534

"SPECIAL OLYMPICS" ANTELOPE VALLEY SPECIAL OLYMPICS
44851 N. Lorimer
Lancaster, California 93534

Section 16. Attorney's Fee. If any action in law or equity is brought forth to enforce the terms of this Agreement, prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party is entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate at Lancaster, California, the day and year first above written.

CITY OF LANCASTER

DATE: _____

By _____
MARK V. BOZIGIAN, City Manager

ATTEST:

GERI BRYAN, City Clerk

A. V. SPECIAL OLYMPICS

APPROVED AS TO FORM:

President of A. V. Special Olympics

DAVID R. MCEWEN, City Attorney

APPROVED BY DEPARTMENT HEAD:

Exhibit A

**Payment Schedule
For Practice Use of Swimming Pools**

In exchange for the right to use Eastside Swimming Pool and/or Webber Pool for one (1) hour of regular weekly practice time, beginning approximately the 2nd week in September through the 2nd week in June excluding holidays, Special Olympics agrees to pay the City the following rental rates:

2010-2012

\$2,772 per season

This rate provides for the one hour of time in the pool for the entire season with up to a maximum of five (5) City lifeguards assigned to assist the Special Olympics swimmers. The exact number may vary each evening, depending on the number of participants.

Payment is due each year at the beginning of the new season but no later than December 31st. A check or money order should be made payable to: "City of Lancaster."