TOWN OF APPLE VALLEY
TOWN COUNCIL STAFF REPORT

To:	**Honorable Mayor and Town Council**	**Date: August 26, 2014**
From:	**Ralph Wright, Parks & Recreation Manager**	**Item No:** __3__
	Parks & Recreation Department	

Subject: **AGREEMENT BETWEEN THE TOWN OF APPLE VALLEY AND THE APPLE VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE SWIMMING POOL**

T.M. Approval:_____ **Budgeted Item:** ☒ Yes ☐ No ☐ N/A

RECOMMENDED ACTION:

Approve the updated Swimming Pool Use Agreement between the Town and the Apple Valley Unified School District ("AVUSD").

SUMMARY:

AVUSD has requested that the agreement for use of the Civic Center Park Aquatic Center once again be renewed.   This year's agreement will cover use of the facility by AVUSD from August 25, 2014, through May 8, 2015. The agreement, including tentative use calendar, is included in the staff report.
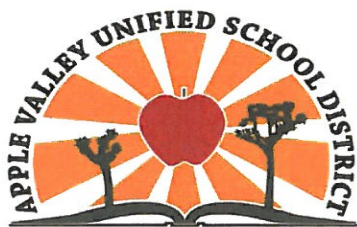
BACKGROUND:

The Apple Valley Unified School District ("AVUSD") has used the Civic Center Park Aquatic Center for sports programming since the 2006-2007 school year.   In June 2007, the Town and AVUSD entered into a Swimming Pool Use Agreement for the period of the school's use from September through May. AVUSD agreed to pay for use of the pool to offset the operational costs of the Aquatic Center during the use.   Both parties have subsequently renewed the agreement each year since.

FISCAL IMPACT:

AVUSD will pay $50,000.00 for use of the Aquatic Center this year to help offset the operational costs including chemical and electrical consumption.   This amount was included in the Parks and Recreation Fund as part of the Town's adopted FY 2014-15 Budget.

ATTACHMENT:

Pool Use Agreement

SWIMMING POOL AGREEMENT

THE TOWN OF APPLE VALLEY

AND

APPLE VALLEY UNIFIED SCHOOL DISTRICT

Town of Apple Valley

THIS USE AGREEMENT (hereinafter "Agreement") by and between the TOWN OF APPLE VALLEY (hereinafter "Town"), and APPLE VALLEY UNIFIED SCHOOL DISTRICT (hereinafter "School District"), for the use of the swimming pool located at 14999 Dale Evans Parkway, Apple Valley, CA 92307.

1. <u>Use:</u> The Town agrees to allow the School District to use of the swimming pool facility during the term of this agreement on Monday through Friday from 2:30 p.m. until 7:00 p.m. for aquatic athletic programs organized and supervised by the School District with the exception of those dates and times agreed upon and listed on The Pool Use Calendar - Exhibit A. (The Calendar will be updated throughout the year as game and meet schedules become available)

2. <u>Term:</u> This agreement shall commence on August 25, 2014 and ending on May 08, 2015, unless otherwise terminated, extended or modified in accordance with the terms of this Agreement.

3. <u>Compensation:</u> The School District will provide payment to the Town in the amount of $50,000 for the term of the Agreement.   This amount reflects all costs associated with the School District's use of the pool facility. This amount will be divided into three equal payments, to be paid by the School District. The Town will invoice the School District on October 1st, December 1st and February 1st.

4. <u>Damages to Town Property</u> – The School District shall reimburse the Town for the cost to repair any damage to Town Property caused by the School District's use of the facility.

5. <u>Compliance with all Safety Procedures</u> – The School District will be responsible to ensure that it follows all applicable safety procedures during its use of the pool. This shall include supplying certified lifeguards, safety equipment and training during their use of the swimming pool. The School District will provide at least one employee on the swimming pool deck at all times during their use of the facility. In addition, the School District will provide one employee to supervise the inside of the Restroom Facility during all competitions and meets. School District Personnel will cover the pool at the end of its use of the pool each day with the Town provided blanket and secure the blanket according to established procedures.

6. <u>Indemnification and Hold Harmless:</u> The School District hereby covenants to indemnify and hold harmless the Town and its officers, members, employees and agents from any and all actions, suits, liabilities, debts, claims, demands, costs, or expenses arising from its use of the swimming pool facility by the School District.

7. <u>Insurance:</u> The School District shall maintain a policy of general liability insurance to insure against all claims for injuries to persons attending or participating in School District sponsored aquatic programs occurring in or around the Pool Facilities located at 14999 Dale Evans Parkway.

Said liability policy shall have limits of not less than One Million Dollars ($1,000,000) for injuries per person and Five Million Dollars ($5,000,000) per occurrence.

8. Notices: All notices under this Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given seventy-two (72) hours after mailing. Rejection or other refusal to accept, or the inability to deliver because of a changed address, of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices to the parties shall be addressed as follows:

Town of Apple Valley:

Town of Apple Valley
Attn: Frank Robinson, Town Manager
14955 Dale Evans Parkway
Apple Valley, CA 92307

Apple Valley Unified School District:

Apple Valley Unified School District
Attn: Tom Hoegerman, Superintendent
12555 Navajo Rd
Apple Valley, CA 92307

9. Representatives: Town hereby appoints Town Manager or his or her designee and School District appoints Superintendent or his or her designee as authorized agents with whom the other party may confer regarding the terms of this Agreement.

10. Termination Agreement: This Agreement may be terminated by either party during the term hereof by giving the other party not less than thirty (90) days written notice.

11. Applicable Law: This Agreement shall be governed by the laws of the State of California, and any questions arising hereunder shall be construed and determined according to such laws.

12. Entire Agreement: This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the matter contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of the Agreement shall be set forth in writing and duly executed by both parties. No waiver by any party or any breach hereunder shall be deemed a waiver of any other subsequent breach.

13. Successors: This Agreement shall be binding upon the assignees, transferees, and successors in interest of each of the parties hereto.

IN WITNESS WHEREOF. The parties hereto have executed this agreement as of this _____ day of _____, 2014.

Town of Apple Valley   Apple Valley Unified School District

_____   _____
Frank Robinson, Town Manager   Tom Hoegerman, Superintendent

ATTEST:

_____
Ms. La Vonda M. Pearson, Town Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

_____
John Brown, Town Attorney

Exhibit A - Pool Use Calendar

July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Legend

- **Closed for Holiday** (yellow)
- **Pool Reserved for Town Use During Spring Break** (dark green)
- **Dates Not Included In Contract** (white)
- **Away Games/ In between seasons/Other** (blue) (No use of the pool by AVUSD)
- **Home Games AVUSD Use begins at 1:30 pm** (orange)
- **Possible use by AVUSD for practice and for CIF** (pink)
- **Tentative Home Tournament Dates** (teal)
- **Possible home game** (red)
- **District will use pool from 2:30 pm - 5:30 pm** (light green)
- **Tentative DSL** (purple)
- **District will use the pool from 2:30 pm until 7:00 pm** (white) (5:00 - 7:00 will be joint use with Town)
- **GHHS Alumni Game 3:00 - 5:00pm** (dark purple)

Updated 8/14/2014