



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** September 11, 2018

From: Ralph Wright
Parks and Recreation Manager
Parks and Recreation Department **Item No:** 7

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. The five-year agreement will cover use of the facility by AVUSD from August 2018 through May 2023. The agreement, including a tentative use calendar, is included in the staff report.

After discussions between staff and AVUSD, changes to the term of the agreement and the yearly cost are included in the updated agreement.

Term: The term of the agreement has been changed to a five-year agreement. This allows both AVUSD and the Town to better plan their programs and budget for the operational costs of the program. The agreement includes an early termination clause with a 90-day notice by either party prior to each subsequent school year, if program changes or budgetary issues arise.

Cost: The yearly cost paid by AVUSD, per this agreement, represents a 50% initial increase as well as a yearly escalation clause tied to the Los Angeles-Long Beach-Anaheim, CA Consumer Price Index. Both the base rate increase and the CPI will allow the Town to more effectively offset the non-seasonal pool operational costs associated with AVUSD's use during this time period.

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, each year. As the school sports seasons have expanded, the agreement has begun in August each year. AVUSD agreed to pay for use of the pool to offset the operational costs of the Aquatic Center during the period of reduced Town use. Both parties have subsequently renewed the agreement each year since.

The Pool use calendar is a color coded, evolving calendar that is updated throughout the year based on Town programming needs as well as game and practice schedules. These changes are made throughout the year through discussions between AVUSD and the Town.

FISCAL IMPACT:

AVUSD will pay \$75,000 for use of the Aquatic Center this year to help offset the operational costs including chemical and electrical consumption. This revenue amount was partially included in the Parks and Recreation Fund as part of the Town's adopted FY 18/19 Budget.

ATTACHMENT:

Pool Use Agreement; Exhibit A – Pool Use Calendar



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. Use: The Town agrees to allow the School District to use of the Town’s Aquatic Center for the term of this agreement during the school year 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.
2. Coordination of the Pool Use Calendar – Exhibit A: Each year, the Town will create a Pool use calendar (Exhibit A), that will list exclusive pool use dates for the School District, exclusive Town use dates as well as joint use dates or sessions throughout the year. These dates and timeframes will be coordinated between the Athletic Directors of each school and the Parks and Recreation Department and updated throughout the year as game and meet schedules become available.
3. Pool Closure due to Unexpected Maintenance: The Town will attempt to conduct all pool maintenance during timeframes that do not negatively impact the School District’s use. However, if pool maintenance issues arise during the school year that inhibit the School District’s use of the Aquatic Center, the Town will notify the School District with as much notice as possible.
4. Term: The term of this agreement will be for five (5) school years commencing on August 8, 2018 and ending on May 12, 2023, unless otherwise terminated, extended or modified in accordance with the terms of this Agreement.
5. Compensation: The School District will provide payment to the Town in the amount of \$75,000 for the initial school year (18/19) of the Agreement. Each subsequent school year the payment shall be automatically adjusted by a percentage amount equal to or less than the change in the cost of living index. For purposes of this agreement, the Los Angeles-Long Beach-Anaheim, CA Consumer Price Index for Urban Wage Earners and Clerical Workers will be used each April to determine the cost of living percentage for the previous

twelve months. This compensation 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 of each year of the agreement.

6. Maintaining the cleanliness of the Aquatic Center – During times of exclusive school use, the School District shall ensure that the restroom facility, entrance area and pool deck are free from trash and debris after their use.
7. Damages to Town Property – 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.
8. Issuance of Keys – The Town will issue keys to the Aquatic Center for use by the coaches during their use each season. Keys will only be issued to School District approved coaching staff. The list of the approved coaches must be provided by the respective athletic directors of each participating school each season.
9. Compliance with all Safety Procedures – 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 coaches, lifeguards, safety equipment and training during their use of the swimming pool as necessary. 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.
10. Indemnification and Hold Harmless: 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.
11. Insurance: 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.
12. 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: Doug Robertson, 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

13. 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.
14. Termination Agreement: This Agreement may be terminated by either party prior to each school year during the term hereof by giving the other party not less than ninety (90) days written notice prior to each school year.
15. 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.
16. 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.
17. 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 _____, 2018.

Town of Apple Valley

Apple Valley Unified School District

Doug Robertson, 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 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat

August 2018

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 2018

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 2018

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 2018

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 2018

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

January 2019

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		

February 2019

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 2019

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

April 2019

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 2019

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	32
33						

June 2019


Sun	Mon	Tue	Wed	Thu	Fri	Sat

- Closed for Holiday
- Pool Reserved for Town Use
- Dates Not Included In Contract
- Away Games/ In between seasons/Other
- Possible use by AVUSD for practice and for CIF
- Home Games AVUSD Use begins at 1:30 pm
- Possible home game
- Tentative Home Tournament Dates
- District will use pool from 2:30 pm - 5:30 pm
- Tentative DSL
- District will use the pool from 2:30 pm

 GHHS Alumni Game 2:00 - 5:00pm

Updated 08/28/2018

until 7:00 pm
(Will be joint use with Town)

 Pool Closed for Maintenance