

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

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

SUMMARY STATEMENT

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 \$60,000 to offset the operational costs of the Aquatic Center during the use. Both parties have subsequently renewed the agreement each year since. AVUSD has requested that the agreement once again be renewed. This year's agreement will cover use of the facility by AVUSD from September 7, 2010 through May 13, 2011.

The Town's public swim program, the Apple Valley Wave, has continued to show an increase in its participation levels. For this reason, the Town requested a reduced use schedule from AVUSD. AVUSD has agreed to reduce their use of the Aquatic Center during the winter months and has agreed to allow joint use during the spring to accommodate our programming. In addition to the reduced schedule, the Town has made improvements to the mechanical operations of the Aquatic Center including the installation of a Smart Pump Control System. These changes will provide a reduction in chemical and electrical consumption at the Swimming Pool.

Due to the reduced use by AVUSD and the operational cost savings realized, the new agreement calls for a reduction in the required payment by the School District to \$50,000. The agreement, including tentative use calendar, is included in the staff report.

Recommended Action:

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

Proposed by: Ralph Wright, Parks and Recreation Manager

Item Number _____

T. M. Approval: _____

Budgeted Item Yes No N/A



SWIMMING POOL AGREEMENT

THE TOWN OF APPLE VALLEY

AND

APPLE VALLEY UNIFIED SCHOOL DISTRICT

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 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 Exhibit A.
2. Term: This agreement shall commence on September 7, 2010 and ending on May 13, 2011, unless otherwise terminated, extended or modified in accordance with the terms of this Agreement.
3. Compensation: 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 November 1st, December 1st and February 1st.
4. 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.
5. 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 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. 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.

7. 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.
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: Town Manager
 14955 Dale Evans Parkway
 Apple Valley, CA 92307

Apple Valley Unified School District:

Apple Valley Unified School District
 Attn: Superintendent
 22974 Bear Valley Road
 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 _____, 2010.

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

Town of Apple Valley
 Apple Valley Unified School District
 Pool Use Calendar
 Exhibit A - Pool Use Calendar

July 2010

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 2010

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 2010

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 2010

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 2010

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 2010

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 2011

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 2011

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 2011

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 2011

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 2011

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 2011

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		

- Closed for Holiday
- Pool Reserved for Town Use
- Dates Not Included In Contract
- Away Games (No use of the pool by AVUSD)
- Home Games AVUSD Use begins at 1:30 pm
- Possible use by AVUSD for practice and for CIF
- District will use pool from 3 pm - 6 pm
- District will use the pool from 2:30 pm until 7:00 pm (5:00 - 7:00 will be joint use with Town)