



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation	PRESENTED BY Diesel Post - Parks and Recreation Director	DATE 3/19/24
---	--	------------------------

ITEM

Approve a contract with the Salida Cyclones youth swim team to use the Salida Hot Springs Aquatics Center.

BACKGROUND

The Salida Cyclones are a local 501c3 dedicated to introducing competitive swimming to the Salida community. The club uses the Salida Hot Springs Aquatics Center for practices and a meet. The pool use fees have historically been arbitrarily charged per swimmer. We have worked with the Cyclones board to develop a logical and repeatable fee. The fee is based on a pro-rated "Lap lane reservation access pass" that is available to the public for and the team's total "lane hours" used.

The Cyclones also uses a Conex cargo container behind the facility for storage free of charge.

FISCAL NOTE

The team will be charged \$3.67 per lane per hour, for a total fee of \$4,665.36. This fee will be paid off by offering a "swimming camp" to the public to increase the availability of swim lessons and learn-to-swim opportunities in the Salida community. Additional revenue from the camps will be given to the Cyclones.

STAFF RECOMMENDATION

To approve the negotiated 2024 Salida Cyclones contract.

SUGGESTED MOTION

A Councilperson should move to "combine and approve the consent agenda".

USE AGREEMENT

THIS AGREEMENT entered this 1 day of April 2024, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **Salida Cyclone Swim Team**, hereinafter referred to as “User”.

WHEREAS User is a community-based organization providing for the recreational benefits of the youth of the Salida community; and,

WHEREAS, the City owns and operates the property (“Property”) described below, and the User desires to use such property.

NOW, THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Description of Property:** The City agrees to allow the User to utilize The Salida Hot Springs Aquatic Center located at 410 West Rainbow Blvd within the City of Salida, County of Chaffee, and State of Colorado. The Property shall only be accessed by the User for events scheduled and approved in advance with the City. Any use of other facilities will need to be scheduled and coordinated with the appropriate scheduling agency.
2. **Purpose:** The User represents that the Property is being used for swim team practices, swim team camp, and one swim meet.
3. **Term:** The term of this agreement commences on April 1, 2024, and ends on August 31, 2024.
4. **Rate:** The User will use the Salida Hot Springs Aquatic Center for a rate of \$ 4,665.36
5. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

A. Salida Cyclones will:

- i. Pay the fee negotiated by the terms of the contract by holding a “Swim Camp” catered to local youth to teach swimming.
 1. Registration will be managed through the City’s SmartRec system.
 2. The City will accept payment from participants.
 3. The City will distribute excess funds (over \$4,665.36)
- ii. Reimburse the City of Salida for any costs to the City of Salida resulting from damage to the pool or City property caused by User’s guests/instructors.
- iii. Provide proof of current certified USA Swim Coaches.
- iv. Provide all special equipment not provided by the City of Salida.
- v. Give reasonable notice of any agreement days/hours not needed by the User
- vi. Have a representative in attendance at the pool during the practices; the representative must stay until the last swimmer leaves the facility.

- vii. Practice times;
 - Pre-Season
 - 1. April 1 – 29, 2024
 - a. Mondays and Tuesdays - Lanes 1-4 from 5:00 pm – 7:00 pm
 - b. Saturdays – Lanes 1-6 from 7:00 am – 9:00 am
 - 2. May 13 – 25, 2024
 - a. Mondays and Tuesdays – Lanes 1-4 from 5:00 pm – 7:00 pm
 - b. Saturdays – Lanes 1-6 from 8:00 am – 10:00 am
 - Summer Season
 - c. May 28 – August 10, 2024
 - i. Monday-Friday
 - 1. Lanes 2-5 from 7:00 am – 9:00 am
 - 2. Lanes 1-2 from 9:00 am - 10:00 am
- viii. Manage and organize one swim meet – May 31 – June 2, 2024
 - 1. Responsible for the security of the building during the swim meet
 - 2. Pay a \$200 damage deposit for the Salida Hot Springs Aquatic Center
 - 3. The Salida Hot Springs Aquatic Center will charge \$7 per swimmer during the swim meet.
 - 4. Pay the lifeguard fees during the Swim Meet hosted by the Salida Cyclones
- ix. Manage a “Swim Camp” in April or May for an offset in the use fee

B. The City will:

- i. Maintain the Aquatics Center for use by Cyclones.
 - ii. Inform the Cyclones of any maintenance or other issues that would affect practice or the meet.
 - iii. Provide storage for meet equipment free of charge.
 - iv. Schedule and provide lifeguards for the swim team practices when the pool is open to the public.
 - v. Provide registration on Smart Rec for the team and the camps
 - vi. Provide memberships to swim team participants during the swim season only
- 6. **Surrender of Property:** User shall quit and surrender the designated Property to the City at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
 - 7. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by, and conform to all Rules and Regulations concerning the use of the Property and all City facilities, as amended, or adopted by the City. City may cancel this Agreement at any time for failure to do so.
 - 8. **Maintenance:** The City reserves the right to close the Property for maintenance at its sole discretion. The City will attempt to give reasonable notice of closure.

9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by the User. User expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss, and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of User.
10. **Insurance:** The User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Salida Cyclone Swim Team, and with the City being listed as the Additional Insured on a primary and noncontributory basis. The User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.
11. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. The User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.
12. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by the User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
13. **Damage to Property:** If the designated Property, any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. The User shall be responsible for maintaining order and protecting persons and property.
14. **Assignment:** User shall not assign this Agreement without the prior written consent of the City, nor use of the Property other than as specified in this agreement.
15. **Release:** City shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or

subsequent to the period covered by this agreement. The User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.

16. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the User and the City, respectively, and that the User and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA (“City”)

By: _____
Christy Doon, Administrator

Salida Cyclone Swim Team (“User”)

By: _____

Name: _____

Title: _____