



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	November 9, 2021

### ITEM

Salida School District Swim Team contract

### BACKGROUND

The Salida School District Swim Team uses the Salida Hot Springs Aquatics Center each swim season for practices and meets. City staff have met with the Salida School District Athletic and Facilities Directors over the past month to negotiate the use of City and School facilities. Based on the extensive time that they allow for City programming in their gym space; we are keeping the same flat fee that we have charged in past years.

### FISCAL NOTE

The City is charging the School District \$500 for the use of the pool for the 2021/22 season.

### STAFF RECOMMENDATION

Staff recommends that the City enter into this use agreement with the Salida School District for the use of the SHSAC after review and approval of legal council.

### SUGGESTED MOTION

A Council member should move to combine and approve the consent agenda.

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## USE AGREEMENT

**THIS AGREEMENT** entered into this 8th day of November, 2021, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **[Salida School District R 32-J]**, 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 User desires to use such property.

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

1. **Description of Property:** City agrees to allow 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:** User represents that the Property is being used for the purpose of [Salida High School swim practice].
3. **Term:** The term of this agreement commences on [November 8, 2021] and ends on [February 12, 2022].

### **OR**

3. **Term:** The term of the agreement shall be for one (1) year starting from the date of approval of this agreement or until terminated by either party. As long as User is in compliance with the terms and conditions of this agreement, this agreement shall be automatically renewed on an annual basis thereafter. Either party may terminate this agreement upon thirty (30) days written notice, with or without cause.
4. **Rate:** Users will use the [The Salida Hot Springs Aquatic Center] for a rate of [Five Hundred Dollars (\$500)].
5. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:
  - A. **[Salida School District R32-J] will:**
    - i. Pay the fees negotiated by the terms of the contract

- 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 all special equipment not provided by the City of Salida
- iv. Give reasonable notice of any agreement days/hours not needed by User
  - v. Have a representative in attendance at the pool, during the practices
- vi. Practice times: Mondays - Fridays from 6pm-8pm (4 lanes); Saturdays 7-9am (4 lanes) Practice will end at 7pm on the Fridays we have Dive and Jive scheduled: Nov 12, Dec 10, Jan 14 and Feb 11.
- vii. Holiday hours: December 24 and 31, 7:30am-9am (3 lanes)
- viii. Host two Swim Meets: January 8, 2022 from 8am-12:30pm and January 19, 2022 from 3pm-6:30pm - Pools closed to the public
- ix. Follow the chain of command for issues with the pool infrastructure, ie. water temperature. Swimmers and parents report to the Coach, Coach reports to Athletic Director, Athletic Director reports to P&R Director. At no point do swimmers, parents or coaches report to the Salida Hot Springs Aquatics Center Supervisor

**B. The City will:**

- i. Provide the certified Lifeguards for practices and swim meets;
  - ii. Provide pool and facilities
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. The City may cancel this Agreement at any time for failure to do so.
  8. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. 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 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 out of the act or omission of User.

10. **Insurance:** 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 School District R32-J], and with the City being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.
11. **Compliance with Law:** Users shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. Users 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 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, or 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. Users shall be responsible to maintain order and protect 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. 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 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: \_\_\_\_\_  
City Administrator

**[Salida School District ]** (“User”)

By: \_\_\_\_\_  
[Name]  
Title: \_\_\_\_\_