

RESOLUTION 2012 - 42



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AN AGREEMENT WITH SUNNYSIDE SWIM TEAM FOR THE
USE OF SWIMMING POOL FACILITY AT CENTRAL PARK**

WHEREAS, the City of Sunnyside operates and maintains the municipal swimming pool, which is located in Central Park; and

WHEREAS, the Sunnyside Swim Team, a non-profit organization, is responsible to organize, promote and conduct a competitive swimming program for the youth within the Sunnyside community; and

WHEREAS, the City of Sunnyside desires to facilitate such a program; and

WHEREAS, the City of Sunnyside and Sunnyside Swim Team desire to enter into an agreement, as attached hereto as Exhibit "A", for the benefit of the youth of Sunnyside and the community in general; and

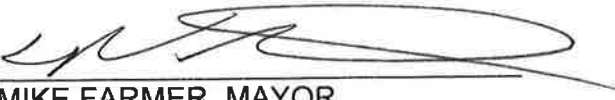
WHEREAS, the City Council finds and determines that entering into an agreement with Sunnyside Swim Team is in the best interest of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Partnership Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and Sunnyside Swim Team, is hereby approved; and the Interim City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 29th day of May, 2012.


for MIKE FARMER, MAYOR

ATTEST:


DELILAH SAENZ, CITY CLERK

APPROVED AS TO FORM:


MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

EXHIBIT "A"

AGREEMENT
by and between the
THE CITY OF SUNNYSIDE
and the
SUNNYSIDE SWIM TEAM
for the
USE OF THE SWIMMING POOL -- 2012 SWIM TEAM PROGRAM

This agreement is made and entered into by and between the City of Sunnyside, a municipal corporation, hereinafter referred to as the "CITY", and the Sunnyside SWIM TEAM, a non-profit organization, hereinafter referred to as the "SWIM TEAM".

I. Recitals

The CITY operates and maintains a municipal swimming pool located within Central Park.

The SWIM TEAM acknowledges its responsibility to organize, promote, and conduct a competitive swimming program for the youth within the Sunnyside community, and the CITY desires to facilitate such program;

II. Agreement

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties do hereby mutually agree as follows:

1) SWIM TEAM shall file a Certificate of Insurance, acceptable to the CITY, naming the CITY as an additional insured, and requiring the insurer(s) to give, by registered mail, notice to the CITY at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Such insurance shall provide comprehensive general liability affording limits of at least Two Million Dollars (\$2,000,000.) each occurrence, and Two Million Dollars (\$2,000,000.) aggregate covering all of the SWIM TEAM activities while using the municipal pool and related facilities of the CITY. Such insurance shall also include bodily injury liability

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coverage affording limits of at least Two Million Dollars (\$2,000,000.) each occurrence, Two Million Dollars (\$2,000,000.) aggregate, for bodily injury or death suffered or alleged to have been suffered by any person or persons by reason of or in the course of operations under this agreement. SWIM TEAM's insurance shall be primary and not contributing with any insurance or self-insurance reserve that may be carried by the CITY. The CITY, its officers, employees, and volunteers, will be named as an additional insured party on the policy. The statement of insurance will be provided to the CITY, prior to the first practice.

2) The fees are \$30.00 per participant for residents of the CITY, and \$37.50 per participant for non-residents. These fees are payable to the CITY after SWIM TEAM registration. The fee will cover the practice schedule listed under Section 3, and the swim meet schedule listed under item Section 4 of this agreement. An additional fee of \$10.00 per hour (for one lifeguard 7:30 a.m. to 9:00 a.m.), during the schedule practices listed under item Section 3) shall be paid if there are over eighty (80) swimmers in the pool at one time. To secure the third lifeguard, SWIM TEAM must pre-schedule this prior to the practice time, and at least a day in advance. All other requests for additional practice time(s) and swim meets are not included under this fee schedule and additional costs will be determined by the CITY.

3) The practice schedule for the 2011 season will be Monday, June 4th – June 15th from 6:30 PM until 8:30 PM. Thereafter, the practice schedule will be June 18th through July 27th, 2012, from 6:30 a.m. through 9:00 a.m. No evening practice sessions will be scheduled after June 15, 2012. The SWIM TEAM will have access to the pool at 6:00 a.m. to set up for practice. The fee covers one lifeguard from 6:00 a.m. to 9:00 a.m., and the second lifeguard from 7:30 a.m. to 9:00 a.m. The fee for practice sessions on June 4 - 15 shall be the amount necessary to cover all costs of employment of CITY lifeguards and personnel to operate the pool for SWIM TEAM for such practice sessions. Such fee shall be in addition to the SWIM TEAM fees

4) The pool is reserved for the six (6) home swim meets from 5:30 p.m. to 11:00 p.m. (approximate end time) on the following dates: Tuesday, June 12th, Tuesday, June 19th; Thursday, June 28th; Thursday, July 5th; Thursday, July 12th; Tuesday, July 24th.

Use of the pool is also authorized on Thursday, August 2nd for the SWIM TEAM banquet.

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If SWIM TEAM requests any other additional usage or changes to these dates, these changes must be requested at least three weeks prior to that date. Additional usage and/or extension of meet times will be reviewed by the CITY with additional costs to the SWIM TEAM. The fee listed under Section 2 of this agreement, covers one lifeguard during the swim meets scheduled within this section.

5) SWIM TEAM meets and practices must be operated in the safest manner possible. If an accident occurs the coach(es) must report all accidents and incidents to the pool manager, and complete the incident/accident form. If any equipment, pool surfaces, deck surfaces, other items related with SWIM TEAM use or not, are damaged or found to be damaged by the coach(s) or anyone related with the SWIM TEAM program, these must be reported to the Pool Manager for immediate repair(s).

6) SWIM TEAM will be allowed to park their concession stand trailer next to the pool and sell food items during the home swim meets. The area around the main entrance gate on the eastside of the pool must be kept clear, this is an emergency entrance to the pool. The SWIM TEAM will keep the pool and the surrounding area, including deck, bathhouse, restrooms, guard station, the park, parking lot, and general area, clean and free of litter during and after all scheduled use. All trash cans must be emptied with trash put in the dumpster. If additional maintenance is needed to clean up after SWIM TEAM events, there will be an additional charge for this service. SWIM TEAM will be charged additional fee if CITY staff is required to do additional maintenance. After SWIM TEAM use, the pool and related equipment will be replaced as found before all practices and meets. Equipment stored in the mechanical building will be unlocked by CITY staff member, SWIM TEAM will not be issued a key for entry into the bathhouse and/or mechanical building. SWIM TEAM is restricted to the storage area, and is not allowed in the mechanical area of the pool.

7) The telephone will be used in emergency situations only. The phone will not be used for general purpose calls. The pay phone in the entry of the bathhouse is available for use.

8) CITY will forward a copy of SWIM TEAM home meet schedule to the Sunnyside Police Department, with the intent to provide police reserves, and/or explorers, for traffic and parking control, crowd control, and the general security of the park and pool site, this is dependent upon the police department scheduling staff for these events, and the availability of volunteer help.

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9) During the home swim meets listed under Section 4 of this agreement, the end flume of the waterslide will be removed by CITY staff by no later than 5:30 PM on the day of the swim meet for access to the pool deck by the meet stroke judges. For practices the end flume will not be removed. The use of the waterslide by the SWIM TEAM is not allowed.

10) No food or drinks will be allowed in the pool, bathhouse, or on the deck areas during the practices and home meets.

11) SWIM TEAM will be allowed to use the control area of the bathhouse. The entry into the staff areas will not be accessible to the SWIM TEAM. When the bathhouse is used the SWIM TEAM must have an adult to supervise these areas, or CITY staff will need to be present to supervise this area, at additional cost to the SWIM TEAM. CITY staff must be present when the SWIM TEAM is scheduled to use the pool. Any damages to the facility during the SWIM TEAM schedule practices or home meets, will be the responsibility of the SWIM TEAM.

12) The SWIM TEAM will be allowed to use the main pool, lane lines, starting blocks, lights, and bathhouse, (certain areas of the staff dressing area and manager's office will not be accessible to the SWIM TEAM or the general public). SWIM TEAM will need to list all equipment that is needed for practices and swim meets, (other than what is listed in this section) and present this list prior to the first scheduled practice. If the SWIM TEAM requests other areas for use, that are not listed, this must be in writing and agreed upon by both parties. This request would be attached to this agreement for consideration.

13) The SWIM TEAM agrees to hold harmless, defend and indemnify CITY, together with its officers, employees, elected and appointed officials, and insurers, from any and all claims, damages, demands, and lawsuits, arising out of and/or attributable to any negligent or intentional act of any SWIM TEAM member, coach, or employee, arising out of the use of the CITY municipal pool for SWIM TEAM functions, swim meets, and/or practices, and violation of these provisions shall be considered a violation of this Agreement, and shall be grounds for cancellation, termination, or suspension. This provision is specifically bargained for by and between the parties.

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14) This Agreement shall be effective of the date executed by the last party to sign, and shall be for a term consisting of the 2012 SWIM TEAM seasons, which shall terminated at the end of the 2012 SWIM TEAM season, and in no event not later than December 31, 2012.

DATED THIS ____ DAY OF _____, 2012.

BY:

SUNNYSIDE SWIM TEAM

CITY OF SUNNYSIDE

SWIM TEAM President

Frank Sweet, Interim City Manager

SWIM TEAM Vice President

SWIM TEAM Treasurer