

**AGENDA ITEM**

March 7, 2017

Subject: Nevada Neptunes Swim Team, Inc. Facility Use Agreement

Department: Parks and Recreation

This ordinance will authorize a facility use agreement with the Nevada Neptunes Swim Team, Inc.

**BILL NO. 2017-016**

**ORDINANCE NO.**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEVADA NEPTUNES SWIM TEAM, INC. FOR USE OF THE WALTON AQUATIC CENTER.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:**

**Section 1.** The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as a contractual obligation between the City of Nevada, Missouri and Nevada Neptunes Swim Team, Inc.

**Section 2.** The City Manager is hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Nevada, Missouri on the \_\_\_\_\_ day of March, 2017.

(seal)  
ATTEST

\_\_\_\_\_  
Brian L. Leonard, Mayor

\_\_\_\_\_  
Johnna Williams, Deputy City Clerk

**Nevada Parks and Recreation Department  
And  
Nevada Neptunes**

**Facility Use Agreement  
Walton Aquatic Center  
400 West Atlantic  
Nevada, MO 64772**

This agreement is made and entered into this 1<sup>st</sup> day of MARCH, 2017, by and between the City of Nevada Parks and Recreation Department, hereinafter called "City", and Nevada Neptunes, hereinafter called "Neptunes", and outlines the use of the Walton Aquatic Center.

**WITNESSETH:**

THAT WHEREAS, the City owns certain facilities described in this Agreement which, from time to time, are available for rent; and

WHEREAS, Nevada Neptunes desires to rent those premises for the purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and Neptunes agree as follows:

**1.0 GRANT:**

Neptunes will be granted the use of the Walton Pool at the Walton Aquatic Center, 400 West Atlantic, for the 2017 season.

**2.0 TERMS:**

- 2.1 The term of this Agreement shall be for the calendar year 2017.
- 2.2 It will be the responsibility of the Neptunes to assure that all trash is picked up following each practice and meet and left in trash cans. The City will empty the trash cans. Trash detail is to include pool deck, concession area, parking area, and restrooms. Trash bags will be provided by the City and left in the storage area.
- 2.3 The City agrees to maintain the restrooms and to ensure they are unlocked and cleaned during the season.

- 2.4 Neptunes are responsible for set up of the pool for practices and meets including installation of lane ropes and starting blocks.
- 2.5 Cancellations, delays and postponements due to weather events or unforeseen circumstances will be coordinated between the Pool Manager and Neptunes representative. It will be the reasonability of Neptunes to notifying the media, parents and other parties involved.
- 2.6 All buildings and entry gates are to be secured by the Neptunes at the end of each practice and meet. Pool Manager will be responsible for assuring facility is secured.
- 2.7 Neptunes will not be allowed to sublease any part of the facility for other groups or organization use.
- 2.8 The Neptunes will notify the Parks and Recreation Director of any discipline problem whether it be a participant, spectator, etc. immediately. Any reports should be promptly supplied to the department. The City will supply the Neptunes with proper forms to be turned in.
- 2.9 Access to Concession area and Pool Manager's office is prohibited during practice. Limited access during swim meets will be provided at Pool Manager's discretion.
- 2.10 No alcoholic beverages are allowed in or on City property.

### **3.0 INSURANCE:**

Neptunes will report immediately any safety matter that needs attention. Neptunes agree to provide a certificate of insurance prior naming the city as an additional insured **prior to activity taking place at the facility**. The general liability policy will have a minimum limit of \$1,000,000 per occurrence with a \$1,000,000 aggregate. It is highly recommended that Neptunes have an accident policy on the participants.

### **4.0 FEE:**

- 4.1 The Neptunes will be allowed to use the facility opening week of the pool through August 1st on Monday from 7:00 pm to 8:30 pm and on Tuesdays through Fridays from 7:30 am to 10:00 am.
- 4.2 It is agreed the lights will be turned on 30 minutes to 1 hour before sunset or as needed to insure safety of all swimmers. All lights will be turned off following the exit of patrons. The Neptunes will be responsible for a fee of \$15 per hour for light usage.

- 4.3 The Neptunes agree to pay an hourly fee of \$12 per hour per lifeguard for two (2) lifeguards and \$15 per hour for a Pool Manager during practices.
- 4.4 During swim meets a fee of \$15 per hour for a Pool Manager and \$12 per hour per lifeguard as required.
- 4.5 If the Neptunes wish a concession stand be run during swim meets, they will pay an hourly rate of \$10 per hour each for concession stand worker.

**5.0 PAYMENT:**

Neptunes shall pay for the services and/or equipment furnished by City in accordance with this Agreement within thirty (30) days of the date of City's invoice.

**6.0 INDEMNIFICATION:**

The Neptunes will indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the NEPTUNES, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**7.0 NON-DISCRIMINATION:**

The City does not discriminate on the basis of disability in the admission or access to, or treatment, or employment in its programs or activities.

**8.0 RENEWAL:**

Consideration shall be given regarding renewal of this Agreement at a regularly scheduled Council meeting. Recommendation will be made to the City Council regarding renewal.

**9.0 ENTIRE AGREEMENT**

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.