

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

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

Summary Statement:

At the Council Meeting Discussion on the Park and Recreation Analysis, the Council provided direction to continue the use of the Town Swimming Pool to the Apple Valley Unified School District under the same terms as the 2007-2008 Agreement. The attached Agreement is the same as the previous Agreement and includes payment in the amount of \$60,000 for the use of the Town's Swimming Pool from September 2, 2008 through May 8, 2009 during specified hours.

Recommended Action:

Approve the Agreement with the Apple Valley Unified School District for the use of the Swimming Pool located at 14999 Dale Evans Parkway and Authorize the Town Manager to execute the Agreement

Proposed by Patty Saady Deputy Town 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 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 listed on Exhibit A.
2. Term: This agreement shall commence on September 2, 2008 and ending on May 8, 2009, unless otherwise terminated, extended or modified in accordance with the terms of this Agreement.
3. Compensation: The School District will provide compensation to the Town in the amount of \$60,000 throughout the term of the Agreement. This amount reflects all costs associated with the School District’s use. This amount will be divided into three equal payments, to be paid by the School District on October 1st, December 1st and March 1st as invoiced.
4. Damages to Town Property – The School District will 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 to insure against all claims for injuries to persons enrolled in School District sponsored aquatics program occurring in or around the Pool Facilities located at the Town. 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: Frank Robinson, Town Manager
 14955 Dale Evans Parkway
 Apple Valley, CA 92307

Apple Valley Unified School District:

Apple Valley Unified School District
 Attn: Robert Seevers, Superintendent
 22974 Bear Valley Road
 Apple Valley, CA 92307

9. Termination Agreement: This Agreement may be terminated by either party during the term hereof by giving the other party not less than thirty (30) days written notice.
10. 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.
11. 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.
12. 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 _____, 2008.

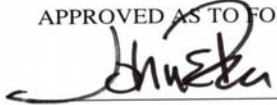
Town of Apple Valley

Apple Valley Unified School District

Frank Robinson, Town Manager

Robert Seevers, Superintendent

APPROVED AS TO FORM



Town Attorney

ATTEST

Town Clerk

Council Meeting Date: 10/14/2008