Bryant Parks and Recreation Department
2023 Program Agreement

THIS AGREEMENT made and entered into on April 27, **2023** by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY"), and Bryant Barracudas, doing business at 690 W. Lawson RD Alexander, Arkansas (hereinafter called "BB").

WITNESSETH

WHEREAS, THE CITY maintains property at Bishop Park Aquatic Center in Bryant, Arkansas; and

WHEREAS, the use of said property for the purpose of the Bryant Barracudas Swim Team has been considered the best use of this property for recreational purpose and to better service the citizens of Bryant, Arkansas.

WHEREAS, THE CITY provides and maintains certain recreational facilities for programs and parks in Bryant, and

WHEREAS, Bryant Barracudas provides program administration and operations of the Swim Program in Bryant, NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of Bishop Park Aquatic Center **between May 1, 2023 – July 30, 2023 and Mills Park Pool between May 31, 2023 – July 22, 2023** as outlined here to BB for the operation of Bryant Barracudas.

Named property will be used by BB for events, and practices on the dates and times listed on the schedules provided to THE DEPARTMENT.

The general conditions of this program agreement will be:

1. BB will operate programs in accordance with nondiscrimination requirements of *Title VI* of the 1964 Civil Rights Act.

2. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.

3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

4. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in THE DEPARTMENT's Facility. BB shall indemnify and hold the City of Bryant, its departments and all of its employees, and agents harmless against losses, claims, causes of action and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BB, its agents, employees, or program participants.

5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BB without prior approval by THE CITY.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BB, without first receiving written approval from THE CITY. The BB must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. BB assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BB. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BB.

8. BB must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BB must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BB must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.

9. With this agreement, BB agrees to pay the charge of Summer Swim League fee, $1,750.00 **This payment is due in full before the first practice.**

10. The team roster must be turned in prior to the practice start date. Roster must include Name, Last Name, and DOB, home address and phone number, emergency contact name, address and phone number. Any changes to roster must be reported to the Aquatics Coordinator.

11. Bishop Park Pool Practice Schedule:

MAY 1-26, 2023:

DAY	TIME	LANES
MONDAY	4-4:45 PM	4-8
TUESDAY	4-4:45 PM	4-8
	7-8 PM	5-8
WEDNESDAY	4-4:45 PM	4-8
	6-8 PM	5-8
THURSDAY	4-4:45 PM	4-8
	7-8 PM	5-8
FRIDAY	4-5:30 PM	4-8
	6:30-8:00 PM	3-8

MAY 30-JULY 29, 2023:

DAY	TIME	LANES
MONDAY-FRIDAY	7-9:30 AM	5-8
MONDAY-THURSDAY	8-9 PM	1-8, TP

*Participants must exit immediately after practice.

Mills Park Pool Practice Schedule:

MAY 30-JULY 19, 2023:

DAY	TIME	POOL
MONDAY - WEDNESDAY	7-8 PM	MILLS

*Participants must remain outside the gate until 7:00 pm.

12. BB agrees to use Mills Park Pool outside of regular operation hours. Therefore, BB is responsible for closing up the facility and following closing procedures provided by THE CITY.

13. THE CITY will not provide lifeguards for Bishop Park and Mills Park Pool practices. BB is responsible for providing necessary supervision for practices. BB shall present to THE DEPARTMENT a current ARC Lifeguard certification, as well as an ARC Safety Training for Swim Coaches certification, for all coaches.

14. BB agrees to use only the Bishop Park Competition Pool with no more than the agreed upon lanes during the provided practice times.

15. BB will be allowed to host 3 swim meets for four (4) hours limit on each meet for no charge. BB agrees to pay $100.00 for every hour exceeding four (4) hours.

16. BB will NOT have an access to the timing system, starting system, and the scoreboard for the duration of the swim meets. Advertising on scoreboard, and hanging sponsor banners and signs requires an approval from the Department.

17. In order to participate on the Bryant Barracuda Swim Team and in its practices or meets, Bryant Barracuda Swim Team swimmers will not be required to be members of Bishop Park Community Center. However, swimmers who are not members may not under any circumstances be in the aquatic facility without a coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.

18. BB agrees to provide a volunteer for each practice to make sure every Bryant Barracudas Swim Team member uses the facility for ONLY the practice hours provided by The Department. The Department is not responsible for any injuries or accidents at any time. Proof of insurance must be turned in with the roster.

19. Additional swim meets will be charged. The competition pool fee is $100.00/hour; therapy pool usage fee is $100/hour. The meet schedule must be turned in with this agreement. Dates and times must not conflict with THE DEPARTMENT work schedule without prior approval. Normal work hours for THE DEPARTMENT are: 8:00 AM - 5:00 PM Monday - Friday.

20. BB may run concessions during the swim meets following The Department guidelines. BB shall not sublease any space or accept any donations that may conflict with concessions' operations without prior approval from The Department.

21. If requested by the Bryant Parks and Recreation Committee or City Council, BB agrees to provide a financial statement of the program(s) that this program agreement is written for, if requested in writing separately of this agreement.

22. BB agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before **May 1, 2023.**

23. Additional conditions to be agreed upon not previously listed:

A. BB will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BB.

B. BB will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. BB understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.

C. BB will submit contact person(s) for after business hours emergencies. List responsibility of person submitted.

D. At the request of THE DEPARTMENT, BB will remove all their equipment at the completion of this agreement period.

E. BB will insure that their employees or participants do not attempt to operate equipment belonging to THE DEPARTMENT.

24. THE DEPARTMENT agrees to the following specific conditions and assurances:

A. The Aquatic Center area will be maintained on a regular schedule.

B. THE DEPARTMENT will be responsible Monday - Sunday for the pool chemicals.

C. THE DEPARTMENT will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.

D. THE DEPARTMENT will attempt to repair damage to facilities in a timely manner, according to repairs needed.

E. THE DEPARTMENT upon written request by the BB will provide a liaison to the BB meetings to assure the maintenance program is satisfactory.

F. Permanent improvements to facilities and fields will become property of THE DEPARTMENT.

G. Non-permanent improvements will be retained by BB.

The term of this Agreement shall be one (1) year, and shall begin on the first day of the month in which this Agreement is executed by the parties. This Agreement shall automatically be renewed for like terms of one (1) year each successively until this Agreement is terminated, unless a party gives ninety (90) days' notice, in advance of the termination date, of its intention to not renew. Bryant Parks and Recreation Department, or Bryant Barracudas may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their behalf on BB; and supersede any and/or all previous agreements, contracts, or leases.

CITY OF BRYANT,
A municipal Corporation, First Party,

_____, Mayor

User Organization,

Carmen Young,

Dated this 27 day of April, 2023