AGENDA ITEM HISTORY SHEET

ITEM TITLE	**AGENDA NO.** 15
Use Agreement for Bryant High School Swim Team	**AGENDA DATE:** 10/29/24

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

Each year we enter into an agreement for the Bryant High School Swim Team to use the Aquatic Center at Bishop Park, approved by Council

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

This agreement is unchanged from previous years and has been recommended by Parks Committee.

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Bryant Parks and Recreation Department
2024-2025 Program Agreement

THIS AGREEMENT made and entered into on _____, 2024 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 High School, doing business at 200 Northwest Fourth Street Bryant, Arkansas (hereinafter called "BHS").

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 High School Swim Program 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 High School 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 October 1st, 2023– February 28th, 2024 as outlined here to BHS for the operation of Bryant High School Swim Team.

Named property will be used by BHS 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. BHS 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. To the extent not inconsistent with paragraph 21.B below, BHS shall indemnify and hold the City of Bryant, its departments and all of its employees 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 BHS, 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 BHS without prior approval by THE CITY.
6. No alterations, changes, or modifications to change the intended use may be made to facilities by BHS, without first receiving written approval from THE CITY. The BHS must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. BHS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BHS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the BHS.
8. BHS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger BHS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. BHS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. Swim & Dive Practice Schedule is Monday through Friday 6:00 am – 7:00 am with 4 lanes, 2:50 pm-3:30 pm with 6 lanes; Monday through Thursday 3:30-4:30 pm with 4 lanes; Fridays 3:30 pm-4:00 pm with 4 lanes and Saturdays 8:00 am – 9:00 am for diving only.
10. The team roster must be turned in before October 15, 2024. Roster must include Name, Last Name, DOB, home address and phone number, emergency contact name, address and contact number.
11. The Department will not provide lifeguards during Bryant practice times.
12. Swimmers will be expected to check in at the Aquatic front desk each time they enter the facility.
13. BHS will be allowed to host 4 swim meets, at the rate of $600 per meet, not exceeding six (6) hour use on each meet with up to 200 participants. BHS agrees to pay $100.00 for every hour exceeding six (6) hours.
14. Host team is responsible for meet set up, meet clean up, and providing volunteers. There will be $50/hour cleaning fee if facility is not cleaned up after the swim meet.
15. The host team will be responsible for providing and paying the meet officials.
16. In order to participate on the Bryant High School Swim Team and in its practices or meets, Bryant HS 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 high school coach or teacher present and supervising them. When practice ends, all non-members must leave before the coach or teacher leaves.
17. BHS will have access to the timing system, starting system, and the scoreboard for the duration of the swim meets under the Department supervision. Advertising on scoreboard, and hanging sponsor banners and signs requires an approval from the Department.
18. The Department has the first option to run the concession and charge admission fees during those meets.
19. BHS agrees to provide a volunteer for each practice to make sure every Bryant High School 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.
20. BHS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before October 15, 2024.
21. Additional conditions to be agreed upon not previously listed:
    A. BHS 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 BHS.
    B. BHS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT. The parties to this agreement understand that because the BSD is a public school district in Arkansas, BSD is statutorily immune from liability and from suit for damages except to the extent that BSD may be covered by liability insurance. The parties to this

agreement also understand that no tort action shall lie against BSD because of the acts of its agents and employees. Nothing in this agreement shall be interpreted to waive BSD's statutory immunity as found in Ark. Code Ann. 21-9-301.

C. BHS will submit contact person(s) for after business hours' emergencies.
D. At the request of THE DEPARTMENT, BHS will remove all of their equipment at the completion of this agreement period. THE DEPARTMENT will not be held liable for loss or damage of equipment left on the premises.
E. BHS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.

22. 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 BHS will provide a liaison to the BHS meetings to assure the maintenance program is satisfactory.
    F. Permanent improvements to facilities and fields will become property of THE CITY.
    G. Non-permanent improvements will be retained by BHS.
23. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.
24. The party electing to terminate this Agreement shall do so by providing ninety (90) days written notice before the end of the term of this agreement, of that party's intent not to renew this agreement.

THE CITY or BHS 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 BHS; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

BHS Authorized Agent,

_____,

Dated this _____ day of _____, 2024