AGENDA ITEM HISTORY SHEET

ITEM TITLE	AGENDA NO. 10
Use Agreement for Lakeside High School Dive Team	AGENDA DATE: 11/19/24

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)

The last few years we have entered into an agreement for the Lakeside High School Dive 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 Agreement4

THIS AGREEMENT made and entered into on November 6, 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 Lakeside High School Dive Team, doing business at 2871 Malvern Ave., Hot Springs, Arkansas 71901 (hereinafter called "Lakeside HS"). 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 Lakeside High School Dive 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, Lakeside High School Dive Team provides program administration and operations of the Dive 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 November 9th, 2024– Feb 28th, 2025 as outlined here to Lakeside HS for the operation of Lakeside High School Dive Team. Named property will be used by Lakeside HS 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. Lakeside HS 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 Facility. Lakeside HS 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 Lakeside HS, 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 Lakeside HS without prior approval by THE CITY.
6. No alterations, changes, or modifications to change the intended use may be made to facilities by Lakeside HS, without first receiving written approval from THE CITY. The Lakeside HS must submit a detailed request in writing to THE CITY'S Park Department (hereinafter, "THE DEPARTMENT").

7. Lakeside HS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by Lakeside HS. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill the Lakeside HS.
8. Lakeside HS must inspect facilities prior to each use. If damage is discovered to equipment or a facility that poses an immediate hazard or danger Lakeside HS must immediately notify THE DEPARTMENT. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE DEPARTMENT. Lakeside HS must report any vandalism or theft to THE DEPARTMENT within 24 (twenty-four) hours or next business day.
9. With this agreement, Lakeside HS agrees to pay the charge of High School Swim League fee of $350.00 to practice during the scheduled practice time. Payment must be received by November 15, 2024. 10. Practice Schedule is Saturdays, 9:00 am – 10:30 am.
11. The team roster must be turned in before November 15, 2024. Roster must include Name, Last Name, DOB, home address and phone number, emergency contact name, address and contact number. 12. Divers will be expected to check in at the Aquatic Front desk each time they enter the facility. 13. Lakeside HS must provide a dive coach on the pool deck at all times that the students are using the diving board.
14. In order to participate on the Lakeside High School Dive Team and in its practices or meets, Lakeside HS divers 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.
15. Lakeside HS agrees to provide a diving coach for each practice to make sure every Lakeside High School Dive 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.
16. Lakeside HS agrees to return this agreement signed by the appropriate persons and any and all additional requested material before November 15, 2024.
17. Additional conditions to be agreed upon not previously listed:
    A. Lakeside HS 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 Lakeside HS.
    B. Lakeside HS 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. Lakeside HS understands that their program participants are in no way covered by insurance by THE CITY OR THE DEPARTMENT.
    C. Lakeside HS will submit contact person(s) for after business hours' emergencies. D. At the request of THE DEPARTMENT, Lakeside HS will remove all their equipment at the completion of this agreement period.
    E. Lakeside HS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY OR THE DEPARTMENT.
18. 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 Lakeside HS will provide a liaison to the Lakeside HS 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 Lakeside HS.

19. This Agreement shall automatically be renewed for like terms for successive one (1) year periods until this Agreement is terminated by either party.

20. 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. 21. THE CITY or Lakeside HS may amend this agreement by the mutual assent of both parties.

THE CITY or Lakeside High School Dive Team 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 LHS; and supersede any and/or all previous agreements, contracts, or leases.

City of Bryant,
A municipal Corporation,

_____, Mayor

Lakeside HS Authorized Agent,



Dated this __6th___ day of November , 2024