

RESOLUTION # 28 (2024-2025)

RESOLUTION APPROVING POOL USE AGREEMENT WITH
BALLARD SHARKS SWIM TEAM

Whereas, the City has a pool facility and the Ballard Sharks Swim Team would like the use of said facility; and

Whereas, a pool use Agreement between the parties will outline clear expectations and requirements of both entities involved; and

Now, therefore, be it resolved by the city council of the city of Slater, Iowa:

Section 1. That the attached Pool Use Agreement is hereby accepted

Section 2. That the Mayor and City Administrator/Clerk are hereby directed to execute the Pool Use Agreement with the Ballard Sharks Swim Team

PASSED AND APPROVED, this 13th day of January 2025.

Taylor Christensen, Mayor

ATTEST:

Jennifer Davies, Administrator/Clerk

SWIMMING POOL USE AGREEMENT BETWEEN THS SHARKS SWIM TEAM AND THE CITY OF SLATER, IOWA. This swimming pool use agreement ("Use Agreement) entered into as of the ____th day of _____, 2025.

WHEREAS, the City of Slater operates and maintains the swimming pool and locker facilities on the grounds of Grimm Park and WHEREAS, SHARKS desires to use said Pool Facilities to conduct swim team practices, and WHEREAS, the City of Slater and SHARKS have found that it will be in the public interest economically and practically for City to allow SHARKS to utilize said Pool Facilities; NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter contained, said parties, and each of them do agree as follows:

1. Use. The City of Slater agrees to allow SHARKS to use the Pool Facilities during the Term of this Use Agreement on those dates and times agreed upon in writing as set forth in this Section 1 (which may change from time to time by mutual consent of both parties). SHARKS shall have exclusive use of the Pool Facilities (with the exception of the slide, staff office area, and the mechanical building) and other appurtenant facilities and city-owned life-saving equipment located within the premises. This use shall be restricted to swimming programs and other related SHARKS activities and said Pool Facilities shall not be made available by SHARKS to non-swim team representative groups. The hours of said exclusive use shall be during weekdays Monday through Friday from 7-8:50 am. as approved by the City of Slater in its sole discretion. Entry to the pool area prior to 7:00 is not allowed; Shark's exclusive use of the pool must be completed by 8:50 to allow normal pool operations by 9:00. It is further agreed that the City of Slater and SHARKS shall cooperate in order to permit the use of the pool facility by other groups during the Term of this Use Agreement.
2. Term. Subject to the terms and conditions of this Use Agreement, the use granted in Section 1 above shall commence on _____, 2025. ("Commencement Date") and shall continue until and expire on _____, 2025 (the "Termination Date") unless sooner terminated or extended as provided herein. Both the City of Slater and SHARKS agree that each party has the unrestricted right

to terminate, revoke or otherwise cancel this Use Agreement pursuant to Section 8.

3. **City Services.** City of Slater shall maintain the Pool Facilities and appurtenant premises in a clean and sanitary condition for use by SHARKS. City of Slater shall use reasonable efforts to provide the most cost-effective and reliable source for chemical delivery services. City of Slater shall have no obligation to furnish locker attendants, towels or swimming apparel. The SHARKS will provide certified lifeguard staff trained to administer first aid and CPR during SHARK practices.
4. **Fees.** SHARKS shall be required to pay an annual usage fee of \$2500.00. This fee may be subject to change from year to year as set forth by the City of Slater. Sharks will be made aware of any fee changes by March 1 of said year. All fees required shall be paid to the City of Slater for use of the Pool Facilities prior to the Sharks season starting on June 1. This annual fee allows Sharks members access to the pool on the mutually agreed dates and times (Monday through Friday 7am-8:50 am for a 7-week season. SHARKS must provide notice of cancellation within 72 hours of scheduled usage to the pool manager via email (slaterpool@gmail.com). A SHARKS roster must be provided to the City of Slater and the pool manager 7 days prior to the season's start date in order to staff appropriately. Any changes to the roster must be reported to the City of Slater within 3 days of the change.
5. **Pool User Obligations.** SHARKS shall ensure that it and its members follow all applicable safety procedures during its use of the Pool Facilities including, but not limited to: children under the age of 16 must be under the supervision of an adult at all times (this includes morning drop off), directly hiring and employing qualified coaches and certified lifeguard(s), providing safety equipment, enforcing ALL POOL RULES, including the occupancy of the Pool Facilities and the entire premises. SHARKS will repair or will reimburse the City of Slater for the cost of repairing any damage done to the Pool Facilities during the period of use by SHARKS, including damage caused by teams or clubs competing in matches hosted by SHARKS, other than those repairs considered necessary to ordinary and reasonable use.

6. Requests for Additional Use. Requests for additional use of the Pool Facilities outside regular team practice hours (Monday through Friday 7 am-8:50 am for a 7-week season) will be treated as a private rental with associated fees as set forth by the City of Slater for that pool season. Requests for additional use will be based upon availability. Requests must be submitted to the City of Slater either by phone (515.685.2531) or by email cityofslater@huxcomm.net and shall be subject to City approval in its sole discretion.
7. SHARKS acknowledges and agrees that a city lifeguard(s) must be on duty when the Pool Facilities are in use. If the pool has staffing issues to where a city lifeguard cannot be provided, this contract may be nullified.
8. Use of Pool During Summer Months. SHARKS acknowledges and agrees that the City of Slater programs will have priority for pool use during the summer months, for the period of June 1 through August 23.
9. Indemnities. SHARKS shall indemnify, defend and hold harmless the City of Slater and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, (collectively, "Claims") to the extent arising during the term of this Use Agreement and in any way relating to the permitted use in Section 1 or any other use of the Pool Facilities. City of Slater shall indemnify, defend and hold harmless SHARKS and its officers, employees, agents, successors and assigns from and against any and all suits, claims, liabilities, damages, judgments, order, decrees, actions, proceedings, fines, penalties, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees arising during the term of this Use Agreement resulting from any action or omission of the City of Slater, its officers, agents or employees, resulting in any condition that meets the definition of a "dangerous condition of public property" under Government Code. The provisions of the above Sections shall survive the termination of this Use

Agreement to the extent that any Claims arise or accrue from the Commencement Date to and through the Termination Date.

10. **Insurance.** SHARKS shall maintain a policy of general liability insurance to insure against all claims for injuries to persons attending or participating in SHARKS sponsored aquatic programs occurring in or around the Pool Facilities. Said liability policy shall have limits of not less than One Million Dollars (\$1,000,000) for injuries per occurrence and Four Million Dollars (\$4,000,000) aggregate. The policy must include the City of Slater, its officers, employees, agents, successors, and assigns as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City of Slater, its council members, officers, employees, agents and volunteers and their respective insurers. No use of the facilities under this Agreement shall commence until SHARKS has provided the City of Slater with evidence of the insurance coverage required herein. The insurance policy shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City of Slater. A Certificate of Insurance must be submitted to Slater City Hall by May 15 of each swim season.
11. **Termination.** This Use Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party.
12. **Renewal.** This Use Agreement is renewable upon mutual agreement of the parties hereto on a yearly basis.
13. **Applicable Law.** This Use Agreement shall be governed by the laws of the State of Iowa, and any questions arising hereunder shall be construed and determined according to such laws.
14. **Entire Agreement.** This Use 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.

15. Assignment. SHARKS shall have no right to assign, sublicense or otherwise transfer its rights hereunder.
16. Non-Exclusive. This Use Agreement is not exclusive, and the City of Slater reserves the right to use or permit others to use any part of the Pool Facilities for any purpose so long as such use does not unreasonably interfere with any of the uses agreed upon in this Use Agreement.
17. Notices. All notices that may be or are required to be given by either party to the other hereunder shall be in writing. All notices hereunder shall be sufficiently given, made or delivered if served personally or by certified or registered mail, postage prepaid, addressed as follows The City of Slater: Slater City Hall PO BOX 538 Slater, IA 50244, the parties have executed this Use Agreement as of the day and year first above written.

Sharks Swim Team By: _____ (Name)
Date: _____

City of Slater By: _____ (Name)
Date: _____