

Agreement Between The
CITY OF LEMOORE
and the
LEMOORE AQUA JETS SWIM CLUB

This Agreement made and entered into this 21 of June, 2011 by and between *The City of Lemoore*, an incorporated California municipality, hereafter called "*CITY*" and *Lemoore Aqua Jets Swim Club*, a non-profit community organization, hereafter called *AQUA JETS*."

Whereas, AQUA JETS is a non-profit, community-based group of adult volunteers which provides a program of competitive swimming for children ages 5 through 18 years and

Whereas, AQUA JETS is unable to buy Liability Insurance and Lemoore High School District will not authorize *AQUA JETS* to use their swimming pools without proof of insurance, and

Whereas, AQUA JETS provides recreational service which benefits the community and have requested *CITY* sponsorship so that liability coverage is extended to include the Aqua Jets Swim Program;

Now therefore, the parties agree as follows:

1. That participation in the *AQUA JETS* swim program will be open to all children ages 5 through 18 on a non-discriminating basis.
2. That the *CITY* set and collect fees for program participation which are sufficient to cover direct program expenses, as well as administrative costs. The participant fee shall be \$70 for the 2011 season, however to the extent this amount is insufficient to recover expenses, the *AQUA JETS* shall make up the difference. To the extent that the *CITY* collects more in fees than is needed to fully recover program expenses, the surplus shall be credited to the *AQUA JETS* for the future years program should this be sponsored by the *CITY*. The *CITY* shall not be liable for any expenses which are not authorized in the approved budget for the *AQUA JETS* unless mutually agreed to in writing.
3. That the *AQUA JETS* continue to provide volunteers to participate in organizing and directing activities, such as distribution of flyers, on-site registration, transporting children to swim meets, and scorekeeping at meets.
4. That the *AQUA JETS* summer swim program will be under the control of the *CITY* and be operated according to *CITY* policies and guidelines. Within this broad framework, details regarding operation of the program will be determined jointly by the *CITY* and *AQUA JETS* and be subject to review and approval of the Recreation Department as needed.
5. That the *CITY* will make arrangements for the use of the Lemoore High School swimming pool by the *AQUA JETS*. The *AQUA JETS* shall make

arrangements for necessary facilities needed for swim meets held in other locations subject to *CITY* approval.

- 6. That the *CITY* will, in its sole discretion, determine the manpower needs necessary for adequate safety and supervision during swim practices and meets. These manpower needs, with exception of coaches furnished by the *CITY*, shall be entirely provided by the *AQUA JETS*. Failure to provide sufficient manpower for safety and supervision at practices or meets may result in cancellation of the program by the *CITY*.
- 7. The City shall not be responsible for transporting any participants to and from any swim meet or other events. It is the sole responsibility of the participant to make any necessary travel arrangements.
- 8. All Aqua Jets Coaches will be fingerprinted and costs associated with this shall be the responsibility of the Aqua Jets.
- 9. That *CITY* will sponsor *AQUA JETS* for the 2011 Swim Season and continue this agreement with an automatic renewal on May 1st of each year until such time that the agreement is cancelled by either party by April 1st of any year in writing.

FOR THE CITY:

FOR THE AQUA JETS

Joe Simonson
Parks and Recreation Director

John Doyel
Aqua Jets President

Date: _____

Date: _____