

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

This Agreement made and entered into this 2nd day of May, 2006 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 \$60 for the 2006 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 their 2007 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 Commission 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 the 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. Persons providing transportation of *AQUA JETS* participants in swim practices or meets held outside of Lemoore shall be required to furnish the *CITY* with proof of insurance in the amount of \$100,000 and \$300,000 for liability and \$25,000 for property damage. Transportation may not be furnished by parties who do not have automobile insurance.
8. That the *CITY* shall set the qualifications for and select qualified persons to serve as coaches for the program under the contract to the *CITY*.
9. That *CITY* will sponsor *AQUA JETS* for the summer of 2006 only, that is, from May 1, 2006 to July 31, 2006.

FOR THE CITY:

FOR THE AQUA JETS:

Tom Hernandez
Parks & Recreation Director

Scott Ervin
President

DATE:_____

DATE:_____