

RESOLUTION NO. 1160

A RESOLUTION ADOPTING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY AND THE CANBY SWIM CLUB, INC.

WHEREAS, the City of Canby and the Canby Swim Club, Inc., wish to enter into an Interagency Agreement for the purpose of establishing terms and conditions between the two entities to provide to Canby area competitive swimmers a service utilizing the Canby Swim Center, a City owned facility, and

WHEREAS, the Canby City Council believes it is in the best interests of the citizens of Canby to enter into such an Agreement, now therefore


IT IS HEREBY RESOLVED by the City of Canby Council as follows:

1. That the attached Interagency Agreement, marked as Exhibit "A" and by this reference incorporated herein, by and between the City of Canby and the Canby Swim Club, Inc. is hereby adopted. The Mayor is authorized to sign the Interagency Agreement on behalf of the City.
2. This resolution shall take effect on June 19, 2013.

ADOPTED this 19th day of June, 2013, by the Canby City Council.


Brian Hodson
Mayor

ATTEST:


Kimberly Scheafer, MMC
City Recorder

CITY OF CANBY

INTERAGENCY AGREEMENT

This agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and Canby Swim Club, Inc., hereinafter called "SERVICE AGENCY". This agreement is made and entered into between these parties on the date of the latest of the signatures hereto.

The purpose of this Agreement is to enable the SERVICE AGENCY to provide services for CITY citizens as described below:

I. SCOPE OF SERVICES:

A. SERVICE AGENCY SHALL:

1. Provide training and coaching of competitive swimming to Canby area youth, utilizing the Canby Swim Center, a CITY owned facility, in accordance with the SERVICE AGENCY by-laws, written policies and this AGREEMENT.
2. Compensate the CITY for use of the Canby Swim Center to offset facility maintenance costs and loss of pool time for other revenue-producing activities according to the addendum "Attachment A". Attachment A is provided annually at the conclusion of the City budget process and may be amended by the City upon sixty (60) days notice only in the event of a serious budget crisis; otherwise it is in effect unless and until the budget process amends it.
3. Honor all Canby Swim Center written rules and policies regarding the use of the Canby Swim Center office and facility during practices and meets.
4. Compensate the CITY for half of the maintenance contract for the copier in the Swim Center office. See "Attachment A" for the current cost.
5. Compensate the CITY for any extra times beyond what is described in this agreement when the SERVICE AGENCY will use the Canby Swim Center. Such extra time will only be available when the Swim Center is not already scheduled for public use. See "Attachment A" for current rates.
6. Provide two lifeguards at every swim meet, either by hiring the guards privately or compensating the CITY for said guards. All lifeguards are subject to approval by Swim Center staff. Wage information for the guards is determined through the annual budget process. See "Attachment A" for the current wage information.

a) At no time shall SERVICE AGENCY representatives be in the facility without a member of the Swim Center Staff.

7. Provide Canby Swim Center staff with a schedule of SERVICE AGENCY events sixty (60) days in advance.

B. CITY SHALL:

1. Maintain and schedule the Canby Swim Center facility in such a fashion that the broadest spectrum of the community can use and enjoy its programs.

2. Guarantee SERVICE AGENCY use of the facility for practices and competitions as detailed in "Attachment A". The cost for running meets will be the cost of two lifeguards and any resulting clean-up costs. All events must be scheduled with Swim Center management staff sixty (60) days in advance. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY at rates described in "Attachment A", which is updated with each budget year to cover CITY costs.

3. Allow authorized SERVICE AGENCY personnel use of the pool office during Swim Meets only.

4. Provide storage and display space as outlined in "Attachment A".

5. Maintain the facility in a safe, professional, and healthful fashion.

6. Meet monthly with SERVICE AGENCY members to ensure that any problems are resolved quickly, to effect the best possible communication, and to address common concerns and work together to improve the ability of both parties to serve their constituents.

7. Make every effort to schedule Canby Swim Center programs in such a way that the SERVICE AGENCY program can be successful without jeopardizing the financial health of the Canby Swim Center operation or causing undue disruption of the facility's availability to the general public.

II. INDEMNITY: The SERVICE AGENCY shall indemnify, save, and hold harmless the CITY and all of its agents and employees from any and all claims for losses, injuries, damages and liabilities to persons involved in sanctioned SERVICE AGENCY activities occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its agents, officers, and employees while using CITY facilities or otherwise while performing its activities in agreement with the CITY.

III. INSURANCE: If required by the CITY, the SERVICE AGENCY shall provide a public liability insurance policy naming the CITY as an additional insured in an amount of one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY

as an additional insured, is for coverage during SERVICE AGENCY activities, occasioned wholly or in part by the acts or omission of the SERVICE AGENCY, its agents, officers, participants, and employees while using CITY facilities or otherwise performing its activities in agreement with the CITY.

IV. BREACH OF CONTRACT: In the event of any breach of any of the terms or provisions of this AGREEMENT, the CITY will notify the SERVICE AGENCY of the breach. The SERVICE AGENCY will be given thirty (30) days to remedy the breach. If the breach is not remedied within thirty (30) days the CITY shall have the right, in addition to any other recourse, to immediately terminate this AGREEMENT, to enter and obtain possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, to remove and exclude any and all persons from said facilities and to remove and exclude all property of the SERVICE AGENCY therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

V. In the event the breach of the AGREEMENT creates a risk of serious harm to either persons or property, the CITY may immediately terminate this AGREEMENT and enter and take possession of any CITY owned facilities being utilized by the SERVICE AGENCY under this AGREEMENT, remove and exclude any and all persons from said facilities and remove and exclude all property of the SERVICE AGENCY therefrom.

VI. INSPECTION BY CITY: The CITY shall have the right to make inspections of its facilities and equipment at any reasonable time with prior reasonable notice to ensure compliance with this AGREEMENT.

VII. SAVINGS: Should any provision of this AGREEMENT be found to be in conflict with any Federal law, State statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this AGREEMENT shall remain in full force and effect.

VIII. AMENDMENT BY MUTUAL AGREEMENT: The parties hereto may, upon mutual agreement, amend the terms and conditions herein.

IX. TERMINATION: Either party may terminate this AGREEMENT upon ninety (90) days prior written notice, with or without cause. The SERVICE AGENCY agrees that it will deliver any CITY facilities or property including any permanently attached accessories or improvements to the CITY at the termination of this AGREEMENT in as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of God. CITY acknowledges that the timing system display is the property of the SERVICE AGENCY.

X. This AGREEMENT will remain in full force and effect for a period of five years from the time of execution unless terminated earlier in accordance with the provisions of this AGREEMENT.

IN TESTIMONY of which, this AGREEMENT has been executed on behalf of the CITY by its Mayor and attested by its City Administrator and has been executed by or on behalf of the above named SERVICE AGENCY on this 19th day of June, 2013.

SERVICE AGENCY:

CITY OF CANBY

Shelley Nestor
Name
President
Title
June 26, 2013
Date

[Signature]
Mayor
6/19/13
Date
[Signature]
City Administrator
6-20-13
Date

ATTACHMENT "A"
CITY OF CANBY INTERAGENCY AGREEMENT
CANBY SWIM CLUB, INC.

I. For the year commencing September 1, 2013 and ending August 31, 2018 the SERVICE AGENCY will be charged \$15,885 for use of the Canby Swim Center as scheduled:

A. The SERVICE AGENCY is entitled to six (6) lanes for two and one-half hours (2 ½) hours each P.M., Monday-Friday.

B. The SERVICE AGENCY has use of one (1) lane for two (2) hours during the facility's normal Monday-Friday A.M. lap swim.

C. The SERVICE AGENCY may conduct eight (8) full-day events each year that will affect the Swim Center public schedule. The cost for running meets will be the cost of two lifeguards and any resulting clean-up costs. All events must be scheduled with Swim Center management staff sixty (60) days in advance.

II. The base fee of \$15,885 will be due in three equal payments December 15; February 15; and May 15 of each year.

A. Pool maintenance: Each year the pool closes for extensive maintenance. The Club may elect to provide up to four adults, each subject to the facility manager's approval, to assist with this maintenance. Each man-hour worked will deduct \$10 from the above total (max. \$1,600).

III. Any and all pool time beyond the above schedule will be purchased by the SERVICE AGENCY at the rate of \$64.00 per hour, which is the base operating hourly cost for the Swim Center.

IV. The Canby Swim Club will pay \$200.00 annually to offset the annual copier maintenance contract and paper use.

V. The current charge for lifeguards is \$11.00 per hour.

VI. Storage and Display:

A. The CITY will provide the following storage space for the SERVICE AGENCY:

1. The CITY will offer a storage shed of approximately 200 square feet located outside the Swim Center building.

2. The CITY will allow the locked cabinet at the northwest Corner of the facility.

3. The CITY will allow the use of the base cabinet in the staff changing room at southwest corner of the building.
4. The CITY will allow the touch pad caddy and Announcer and Timing Podiums at northeast corner of Facility.
5. All storage areas will be kept neat and orderly by the SERVICE AGENCY. Nothing flammable or of an unsafe nature will be stored.
6. No structural changes can be made to the storage facility, cabinets or podiums without permission of the CITY.

B. The CITY will provide display space for the SERVICE AGENCY as follows:

1. The CITY will allow those portions of the north and west walls currently covered w/ bulletin board and record boards.
2. The SERVICE AGENCY will maintain these spaces to a presentable standard.
3. No structural modifications to these boards can be made without the consent of the CITY.
4. The CITY will allow the hanging of sponsor banners along the East air system. Banner design and dimensions must be approved by Swim Center staff.

C. Should the CITY require the storage or display area for CITY purposes, the SERVICE AGENCY will be notified at least 90 days in advance of the change. The CITY will endeavor to work with the SERVICE AGENCY to find alternative storage and display space.

VII. SHARED EQUIPMENT:

A. The CITY and SERVICE AGENCY share equipment whenever it makes sense to do so. Shared equipment is purchased and maintained on a 50-50 basis. The parties will meet annually during September to discuss the shared equipment and plan for maintenance and replacement so that both parties can budget the needed funds. A list of shared equipment will be maintained by both the CITY and the SERVICE AGENCY and updated annually.

SERVICE AGENCY:

Shelly Hester
Name
President
Title
6-26-13
Date

CITY OF CANBY

[Signature]
Mayor
6/19/13
Date
[Signature]
City Administrator
6-20-13
Date