

## AGREEMENT

THIS IS AN AGREEMENT, dated \_\_\_\_\_, 2013, between:

CITY OF FORT LAUDERDALE, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY",

and

COLLEGE SWIMMING COACHES ASSOCIATION OF AMERICA, INC., a Florida nonprofit corporation, hereinafter referred to as "CSCAA."

WHEREAS, the CSCAA has conducted the College Swimming Coaches Swim Forum (the "Forum") in the City of Fort Lauderdale for over 75 years, generating positive economic impact to the community; and

WHEREAS, both the City and the CSCAA are desirous of entering into this Agreement which shall allow the CSCAA to use portions of the CITY's Aquatic Complex, hereinafter referred to as "AQUATIC COMPLEX" for the purposes of conducting the annual College Swim Coaches Swim Forum; and

WHEREAS, by motion on \_\_\_\_\_, 2013, the City Commission of the City of Fort Lauderdale, authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set out below, the parties agree as follows:

1. RESPONSIBILITIES OF THE CITY

CITY SHALL:

- A. Provide CSCAA the use of the following facilities at the AQUATIC COMPLEX from December 26, 2013 through January 13, 2014 as provided in Exhibit "A" attached hereto and made a part hereof:

SEE ATTACHED EXHIBIT "A" PRACTICE SCHEDULE FOR SPECIFIC TIMES AND FACILITIES

The times and facility use shown on Exhibit "A" may be modified by the Aquatic Complex Manager, if necessary.

Use of the pool by the CSCAA is subject to the AQUATIC COMPLEX being open for business and not closed or partially closed for renovations or other circumstances at that time.

- B. Provide all staffing necessary to operate the portions of the AQUATIC COMPLEX specified in Section 1.A above.
- C. Provide CSCAA for its use all necessary pool equipment such as; pace clocks, backstroke flags, lap counters and lane lines for those pools stated in the preamble. This shall not include training equipment such as; kick boards, pull buoys, hand paddles, or access to the AQUATIC COMPLEX dry-land diving equipment or weight room.
- D. Provide CSCAA use of the automatic timing equipment currently installed at the AQUATIC COMPLEX, along with the personnel necessary to operate said equipment. All scheduling for this equipment and personnel shall be coordinated through the Aquatic Complex Manager.
- E. Provide refreshments for coaches one day of the event.

## 2. RESPONSIBILITIES OF THE CSCAA

### CSCAA SHALL:

- A. Provide personnel in accordance with the schedule as outlined in Section 1.A above. CSCAA representation shall be present at the pool during all scheduled team training sessions each day of the event 8:00 a.m. to 6:30 p.m.. A CSCAA representative shall be designated in charge during breaks for lunch and/or dinner and during the hours of 6:00-8:00 a.m. and 6:30-10:00 p.m. Local hotel and cell phone contact numbers shall be provided for each CSCAA representative in Fort Lauderdale.
- B. Operate and officiate all competitive events. CITY staff will be responsible for pool set up.

- C. Provide CITY staff with full contact information including, but not limited to a mobile phone number and email address for the head coach and the local hotel number for the team for all teams prior to the start of each Forum.
- E. Ensure that each team participating in the CSCAA Forum shall fully cooperate and assist with the placement and removal of pool covers as required in the event of cold weather conditions below 55 degrees Fahrenheit.

3. FEES

The fee to be paid by CSCAA to CITY for use of portions of the AQUATIC COMPLEX as detailed above shall be as follows:

For the period of December 26, 2013-January 13, 2014, the CSCAA shall pay a rate based on the established current daily non-resident student admission fee per registered person per day. A registered person is defined as a swimmer, diver or coach actively participating in the event.

The current non-resident student rate is \$4.00/day and the CSCAA shall pay CITY \$4.00 per registered person per day during the 2013-2014 Forum.

All payments are due within thirty (30) days following the conclusion of the Forum on January 13, 2014, and must include any applicable sales tax. Failure by CSCAA to pay fees due to CITY in accordance with this Section shall permit CITY to charge statutory interest for such late payment.

4. TERMINATION

This Agreement may be terminated by any party for convenience by giving at least one hundred-twenty (120) days written notice of said termination to the other. Further, CITY has right to terminate this Agreement immediately if the AQUATIC COMPLEX or an integral part of the Aquatic Complex is destroyed or damaged by any foreseen or unforeseen instance or if the AQUATIC COMPLEX is closed or partially closed and fulfillment of the Agreement is impossible by CITY. CSCAA shall pay CITY rental for the AQUATIC COMPLEX only up to the time of such termination.

5. TERM

This Agreement shall commence on December 26, 2013 with the beginning of the 2013-2014 Forum and terminate at the conclusion of the Forum on January 13, 2014.

The term of this Agreement, however, is specifically conditioned upon the AQUATIC COMPLEX being open for business and not closed or partially closed for renovations or other circumstances. If the AQUATIC COMPLEX will be closed or partially closed during those time periods, the City shall provide CSCAA with notice of termination of this Agreement at least 90 days prior to the start of the Forum.

6. CHANGES

The CITY may request reasonable changes in the terms of this Agreement. Changes which are mutually agreed upon by the CITY and CSCAA shall be incorporated in written amendments to this Agreement signed by all parties with the same favorability herewith.

7. INDEMNIFICATION

CSCAA agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all damage of any nature whatsoever including but not limited to death or injury, property damage, claims, suites, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with, the acts, omissions, negligence, willful or intentional misconduct of CSCAA, its subcontractors, employees and agents in connection with activities arising out of or related to this Agreement.

This indemnification shall survive termination or expiration of this Agreement and shall not be limited by any insurance required under this Agreement.

8. INSURANCE

CSCAA shall purchase and maintain, at its expense, Comprehensive General Liability Insurance with minimum combined single limits of \$1,000,000 covering all claims arising directly or indirectly out of the activities outlined in this Agreement. In addition, CSCAA shall:

- A. Include the CITY as "an additional named insured".
- B. Provide thirty (30) day Notice of Cancellation to CITY prior to any insurance cancellation.
- C. Provide certificates of Insurance to the CITY's Risk Manager prior to commencement of activities under this Agreement to determine acceptability by CITY.
- D. All subcontractors of CSCAA shall maintain, at their own expense, insurance policies in accordance with this Section.
- E. The policies shall remain in full force and effect throughout the term of this Agreement.
- F. CSCAA shall secure workers' compensation insurance in accordance with Florida law.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, with venue for the purposes of litigation or administrative proceedings lying in Broward County, Florida.

10. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between CITY and CSCAA, and supersedes all prior negotiations, representations or agreements, either written or oral.

11. NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice sent by registered U.S. Mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until changed by written notice in compliance with the provisions of this Section:

CITY  
City of Fort Lauderdale  
ATTN: Aquatic Complex Manager

501 Seabreeze Boulevard  
Fort Lauderdale, Florida 33316

CSCAA  
ATTN:  
Gregory L. Lockard  
CSCAA  
61 Schweinberg Drive  
Roseland, NJ 07068

12. SEVERABILITY

If any provision of this Agreement or the application of any provision to any party of circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

13. WAIVER

The CITY's waiver of any breach of any term or condition, or covenant of this Agreement shall not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Agreement.

14. ASSIGNMENT OR MODIFICATION

It is understood and agreed by the parties that this Agreement may not be assigned, transferred or sublet in whole or in part by CSCAA.

15. SECURITIES

CSCAA acknowledges and agrees that CITY assumes no responsibility whatsoever for any property, materials, or equipment of CSCAA, and that security and protection of any such item from the theft, vandalism, the elements, acts of God, or any other cause are strictly the responsibility of CSCAA.

16. COMPLIANCE WITH LAWS

CSCAA shall at all times comply with all federal, state, and local laws, rules, regulations and ordinances of CITY and any other governmental agency having jurisdiction, including but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulations and laws of operation. CSCAA shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors.

17. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

18. DAMAGES TO FACILITY-REIMBURSEMENT

CSCAA shall not allow any injury, defacement, change, alteration or damage to the facility during its use of the facility by CSCAA, an agent of CSCAA or patron of CSCAA.

CSCAA assumes all responsibility for the acts, omission to act and conduct of all persons admitted to the facility by consent of CSCAA or with the consent of any persons acting for or on behalf of the CSCAA.

CSCAA shall reimburse CITY for all expenses incurred by CITY that CITY incurs for the restoration of the facility to its condition at the commencement of this Agreement.

19. NON-DISCRIMINATION

CSCAA shall not in exercising any of the rights or privileges granted to CSCAA herein on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner.

CSCAA shall comply with the applicable sections of Americans with Disabilities Act of 1990 (42 USC 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided pursuant to this Agreement. CSCAA understands that CSCAA is responsible for compliance with this Act. To the extent that any provisions of this Agreement are inconsistent with ADA, the requirements of the ADA shall control.

20. MISCELLANEOUS

CITY, through its authorized representatives, reserves the right to eject any person(s) from facility and upon exercise of this right; CSCAA waives any right or claim for damages against CITY.

CITY reserves the right to remove from facility any of CSCAA's effects or any effects of CSCAA's agents or patrons remaining in the facility after the time periods of the specified use of the facility described herein. CSCAA shall be responsible for any charges levied by CITY for the storage of these effects.

CSCAA shall pay all reasonable attorney's fees to CITY for collection of all or any part of the terms of this agreement.

Pursuant to CITY Ordinance, Section 19-2, CSCAA or CSCAA's agents are prohibited from selling food of any kind, goods, wares or merchandise without first obtaining written approval by CITY Manager or by obtaining an award of an appropriate contract.

21. NON-LIABILITY OF CITY

CITY shall not liable for any acts or omissions of CSCAA for any conditions resulting from any provision under this Agreement or other activities of CSCAA or agents of CSCAA or patrons of CSCAA. CITY shall not be liable for any damage or injury that may happen to CSCAA, CSCAA's agents, CSCAA's patrons or property from any cause whatsoever, during this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]



AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE  
COLLEGE SWIMMING COACHES ASSOCIATION OF AMERICA, INC.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals  
the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

Print: \_\_\_\_\_

By \_\_\_\_\_  
Mayor

Print: \_\_\_\_\_

By \_\_\_\_\_  
City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND THE  
COLLEGE SWIMMING COACHES ASSOCIATION OF AMERICA, INC.

WITNESSES:

THE COLLEGE SWIMMING COACHES  
ASSOCIATION OF AMERICA, INC.

Toby L. Powell  
Print: Toby L. Powell

By Kirk Sanocki  
Name: KIRK SANOCKI  
Title: PRESIDENT

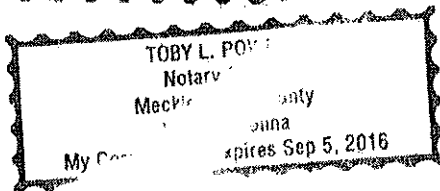
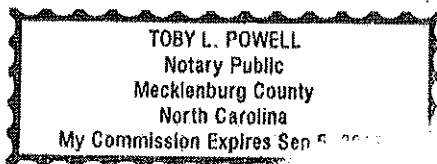
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ATTEST:

(CORPORATE SEAL)

STATE OF North Carolina :  
COUNTY OF Mecklenburg :

The foregoing instrument was acknowledged before me this  
JULY 2nd, 2013, by KIRK SANOCKI as  
PRESIDENT, of THE COLLEGE SWIMMING COACHES  
ASSOCIATION OF AMERICA, INC., on behalf of the corporation. They are  
personally known to me or have produced  
NC Driver's License as identification.



( S E A L )  
Notary Public, State of North Carolina  
(Signature of Notary taking  
Acknowledgment)

Toby L. Powell  
Name of Notary Typed, Printed  
Or Stamped

My Commission Expires: Sept. 5th, 2016

201125500063  
Commission Number