

**DOCUMENT ROUTING FORM**

3 ✓ 6/21/13 5

NAME OF DOCUMENT: LETTER OF AGREEMENT BETWEEN USA SWIMMING FOUNDATION AND CITY FOR GRANT FUNDING

Approved Comm. Mtg. on June 4, 2013 CAM# 13-0648

ITEM:  M-6  PH-\_\_\_  O-\_\_\_  CR-2  R-\_\_\_

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER \_\_\_\_\_

Also attached:  copy of CAR  copy of document  ACM Form  # \_\_\_\_\_ originals

By: \_\_\_\_\_ forwarded to: \_\_\_\_\_  
Initials

1.) Approved as to Content: \_\_\_\_\_  
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

Amount Required by Contract/Agreement \$ \_\_\_\_\_ Funding Source: \_\_\_\_\_

Dept./Div. \_\_\_\_\_ Index/Sub-object \_\_\_\_\_ Project # \_\_\_\_\_

3.) City Attorney's Office: Approved as to Form:# \_\_\_\_\_ Originals to City Mgr. By: \_\_\_\_\_

Harry A. Stewart _____	Cole Copertino _____	Robert B. Dunckel _____
Ginger Wald _____	D'Wayne Spence _____	Paul G. Bangel _____
Carrie Sarver _____	DJ Williams-Persad <u>W</u>	

4.) Approved as to content: Assistant City Manager:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stanley Hawthorne, Assistant City Manager Susanne Toriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: forwards all original of documents to: Corynna Keen, Parks & Rec

Original Route form to Glynis Burney

RECEIVED  
FLAUFORDALE  
CITY ATTORNEY'S OFFICE  
2013 JUN -7 PM 2:10

6/19



City of Fort Lauderdale  
Corynna Keen  
501 Seabreeze Blvd  
Fort Lauderdale, FL 33316

March 21, 2013

## Letter of Agreement

Dear Corynna Keen:

This letter outlines the terms and conditions governing a joint project between the City of Fort Lauderdale and the USA Swimming Foundation (collectively, the Parties).

### Period of Agreement

This agreement shall begin March 16, 2013, and continue through December 31, 2013.

### Program Definition

With funding provided by the USA Swimming Foundation, City of Fort Lauderdale will provide a quality, multi-level learn-to-swim program. The lessons will expand opportunities for at risk students to learn to swim and to use the sport of swimming to expand fitness and recreational opportunities.

### Program Objectives

1. Prepare young children to be safer around bodies of water by teaching water safety skills that could ultimately save lives.
2. Positively impact young people in the City of Fort Lauderdale community by developing lifelong skills that combat child obesity by increasing health, recreational and fitness opportunities.
3. Utilize a multi-level, progressive swimming program to teach children the process of achieving – encourage them to dream, set worthy goals, work toward those goals, be a good teammate and achieve measurable results.
4. Enhance the positive impact of the City of Fort Lauderdale aquatic program by offering learn-to-swim opportunities to young people who otherwise would not be in swim lessons.

### Program Description

Serving as a Make a Splash Local Partner, the City of Fort Lauderdale will provide scholarships for at least 70 children to take 8 swim lessons. The family will be responsible to pay \$5 towards

the session cost. For swim lessons, children will begin with water acclimation and progress through levels of instruction and skill acquisition to pre-competitive stroke skills in classes with a student to teacher ratio of no greater than 6:1.

The City of Fort Lauderdale agrees that the programs will be conducted within the scope of the City of Fort Lauderdale programs and that all participants will be covered under City of Fort Lauderdale insurance.[MC1] City of Fort Lauderdale further acknowledges that by participating in the following programs, participants shall not be considered USA Swimming members and shall not be covered by USA Swimming insurance.

#### Program Promotion, Delivery & Scheduling

The program will be a City of Fort Lauderdale program and will utilize the City of Fort Lauderdale learn-to-swim curriculum. In addition, the City of Fort Lauderdale will provide training, risk management counseling, and ongoing supervision of the City of Fort Lauderdale aquatic staff.[MC2]

The program will be conducted as part of the City of Fort Lauderdale lesson program with no less than 8 lessons over a 4 week period or 8 lessons over an 8 week period.

#### **Reporting Requirements**

The City of Fort Lauderdale agrees to provide quarterly reports to the USA Swimming Foundation. The report shall include a detailed accounting of all activities and expenditures. These reports shall follow the schedule below:

1 <sup>st</sup> Quarter Report:	Deadline: March 1
2 <sup>nd</sup> Quarter Report:	Deadline: June 1
3 <sup>rd</sup> Quarter Report:	Deadline: September 1
4 <sup>th</sup> Quarter Report:	Deadline: December 1

Each report should provide the following financial and program information for the most recent quarter:

#### Financial Report

A standard financial report outlining all expenditures related to the grant monies for the period.

#### Learn-to-Swim Participant Data

1. Total number of participants enrolled in the lessons program for the quarter.
2. Number of participants served by the grant monies from the USA Swimming Foundation.
3. Number of participants served by grant monies from City of Fort Lauderdale program or local funders.
4. Breakout of the ages of the participants according to the following age groupings: Ages 6-8, Ages 9-11, Age 12 & Older.
4. Breakout of the ethnicity of the participants according to the following options: African American, Asian, Caucasian, Hispanic, American Indian & Alaska Native, Native Hawaiian & Other Pacific Islander, and Other.
5. Breakout of the participants by gender.
6. A listing of the number of participants reaching each of five (generic 1-5) achievement levels.

Please send quarterly reports to Harriett Navarre:

Email address: [hnavarre@usaswimming.org](mailto:hnavarre@usaswimming.org)

If you have other questions, please contact Harriett Navarre:

Telephone number: 719-866-3546

Mailing address: USA Swimming Foundation  
Attn: Harriett Navarre  
Make a Splash Program Coordinator  
1 Olympic Plaza  
Colorado Springs, CO 80909

Upon request, City of Fort Lauderdale agrees to provide additional reports and information to the USA Swimming Foundation in connection with the operation of the above-listed programs.

### **Required Use of USA Swimming Foundation Marks**

USA Swimming Foundation authorizes and requires the City of Fort Lauderdale to use, during the term of this Agreement, the USA Swimming Foundation and *Make a Splash* Marks in connection with the promotion and activities of this program. Use of these marks should follow the Logo Standards as provided in your Local Partner Kit. City of Fort Lauderdale will place the [www.MakeaSplash.org](http://www.MakeaSplash.org) link and logo on their website and provide USA Swimming Foundation a link to the branded page via email, subject line to read: "Make a Splash logo verification"

### **Indemnification**

Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2012), the City of Fort Lauderdale shall indemnify, defend and hold harmless the USA Swimming Foundation and USA Swimming and the directors, officers, employees, agents and volunteers on both organizations from any and all claims, damages (including but not limited to injury to persons or property), liabilities, fines and expenses, including but not limited to court costs and attorney's fees, that arise out of or are related to: (a) the actions or omissions, negligence or intentional misconduct of the City of Fort Lauderdale, its affiliates, agents, volunteers or employees; (b) use by City of Fort Lauderdale of any equipment or swimwear provided by the USA Swimming Foundation; and (c) breach of this Agreement by City of Fort Lauderdale.

City of Fort Lauderdale shall, at its option, maintain in force either (a) policy or policies of insurance, (b) self-insurance program, or (c) combination of insurance policy and self-insurance policy, with limits as specified below, insuring against liability which may be imposed, subject to the limitations contained in Section 768.28, Florida Statutes (2012), arising out of the above:

Commercial general liability including personal injury insurance with the following limits:

Each occurrence:	\$2,000,000
Personal and advertising injury:	\$2,000,000
Participant Liability:	\$2,000,000
General aggregate:	\$4,000,000

The coverages referred to above shall include the USA Swimming Foundation and USA Swimming as an additional insured.[MC3]

### **Disbursement and Use of Funds**

The USA Swimming Foundation has agreed to pay the City of Fort Lauderdale \$5,000 to fund this program. Funds will be disbursed to City of Fort Lauderdale in one payment of \$5,000 upon receipt of this signed letter of agreement, W-9/tax status form, and logo placement verification by USA Swimming Foundation.

All grant funds must be appropriately expended or obligated by December 31, 2013. The City of Fort Lauderdale will relinquish all rights and claims to grant funds not appropriately expended or obligated by December 31, 2013, and fully reported and documented by December 31, 2013.

**ACCEPTED & AGREED:**

**City of Fort Lauderdale**

**USA Swimming Foundation.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*SEE ATTACHED*

By: \_\_\_\_\_  
Name: Debbie Hesse  
Title: Executive Director  
Date: \_\_\_\_\_

WITNESSES:

CITY OF FORT LAUDERDALE

Safes Ali  
Safes Ali  
Printed name

By: JP Seiler  
John P. "Jack" Seiler  
Mayor

Date: June 18, 2013

Donna Varisco  
Donna Varisco  
Printed name

By: Luft  
City Manager

Approved as to form:

[Signature]  
Assistant City Attorney

ATTEST:

Jondak Joseph  
City Clerk