



SAVING LIVES | BUILDING CHAMPIONS

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

March 24, 2015

**2015 USA Swimming Foundation *Make a Splash* Grant
Letter of Agreement**

Dear Corynna:

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 25, 2015, and continue through December 31, 2015.

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 USA Swimming Foundation *Make a Splash* Local Partner, the City of Fort Lauderdale will provide at least 175 children with swimming instruction. The grant funds will be used to cover instructor salaries and scholarship costs only. 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's self- insurance. 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.

The program will be conducted as part of the City of Fort Lauderdale lesson program with the equivalent of no less than four (4) hours in-water instruction for each participant; this equates to eight (8) half-hour swimming lessons.

Reporting Requirements

The City of Fort Lauderdale agrees to provide enrollment 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 st Enrollment Report:	Deadline: June 1, 2015
2 nd Enrollment Report:	Deadline: September 1, 2015
3 rd Enrollment Report:	Deadline: January 1, 2016

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.
5. 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.
6. Breakout of the participants by gender.

7. A listing of the number of participants reaching each of five (generic 1-5) achievement levels.

Please submit your enrollment reports using the new online submission format, introduced in May of 2014.

If you have other questions, please contact Harriett Gunderson:

Telephone number: 719-866-3546
Mailing address: USA Swimming Foundation
Attn: Harriett Gunderson
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.

Use of USA Swimming Foundation Marks

USA Swimming authorizes and requests the City of Fort Lauderdale to use, during the term of this Agreement, the USA Swimming Foundation *Make a Splash* mark in connection with the promotion and activities of this program. Use of this mark should follow the Logo Standards as provided on the USA Swimming Foundation's Make a Splash Resource Library. City of Fort Lauderdale agrees to place the www.usaswimmingfoundation.org/makeasplash link and USA Swimming Foundation *Make a Splash* logo on their website.

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 (2014), as may be amended, 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; and (b) breach of this Agreement by City of Fort Lauderdale. Nothing in this Agreement is intended as a waiver of sovereign immunity by the City of Fort Lauderdale.

City of Fort Lauderdale maintains a self-insurance program and shall provide a letter to USA Swimming Foundation documenting coverage as required by Florida law for governmental entities.

Disbursement and Use of Funds

The USA Swimming Foundation has agreed to pay the City of Fort Lauderdale 7000 to fund this program. Funds will be disbursed to City of Fort Lauderdale in one payment of 7000 upon receipt of this signed letter of agreement, a completed W-9/tax status form by USA Swimming, and verification of USA Swimming Foundation *Make a Splash* mark and link placement on the City of Fort Lauderdale website.

All grant funds must be appropriately expended or obligated by December 31, 2015. The City of Fort Lauderdale will relinquish all rights and claims to grant funds not appropriately expended or obligated by December 31, 2015, and fully reported and documented by December 31, 2015.

ACCEPTED & AGREED:

City of Fort Lauderdale

USA Swimming Foundation

By: _____

By: _____

Name: Lee R. Feldman

Name: Debbie Hesse

Title: City Manager

Title: Executive Director

Date: _____

Date: _____

ATTEST:

City Clerk

Approve as to form:

Assistant City Attorney