



BOARD OF SCHOOL TRUSTEES

**KELLER INDEPENDENT SCHOOL DISTRICT**

**3H. Action**

**Date: November 22, 2005**

**SUBJECT: USA Swim Team Contract**

**BOARD GOAL: Budget and Finance**

**FISCAL NOTE: Revenues Generated Through Sales/Fees/Rental**

**Background Information:**

- The Keller USA Swim Team is under the direction and ownership of Andre Rizo and Rizo & Associates, Inc.
- The USA Swim Team began its first tryout March 3, 2003 at the Keller ISD Natatorium
- The swim club has provided opportunities for children and families to experience the benefits of teamwork and good sportsmanship while creating a successful team
- The Keller USA Swim Team has provided a fun environment for children to come to every day and be part of an exciting new team

**Administrative Considerations:**

- The focus of the KISD Natatorium has been one of providing programs and activities in aquatics for children and adults of all ages.
- The Keller USA Swim Team and Master's Swim Team has grown to over 200 children and adults in 21 months.
- The Keller USA Swim Team has provided a fun environment for children to come to every day and have them enjoy being a part of an exciting team.

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**The administration recommends that the Board of Trustees approve the Natatorium USA Swim Team Contract as presented.**

Respectfully submitted,

Lee Feris  
KISD Natatorium Manager

**KELLER INDEPENDENT SCHOOL DISTRICT**

**STATE OF TEXAS  
COUNTY OF TARRANT**

**KNOW ALL MEN BY THESE PRESENTS:**

Whereas, **Rizo & Associates, Inc.** has requested and received permission from the Keller Independent School District to rent from the KISD Natatorium from January 1, 2005 through December 31, 2006 for swim practice and swim meets. Proof of Liability Insurance with Keller ISD as a named insured will be provided by **Rizo & Associates, Inc.** This insurance policy will remain in force during the full term of this agreement. KISD must be notified prior to any changes in carrier or coverage and all activities by **Rizo & Associates, Inc.** at the KISD Natatorium will be suspended until adequate coverage is obtained.

**I. COST**

**Rizo & Associates, Inc.** shall make payment of:

Swim Meet: Keller USA Swim Team "Preferred" Rental Rate – New Contract Period 1-1-05 to 12 -31-06

General Rental Rate:

	<u>New Rate -10% off Base Rent</u>
Friday Evening (Set-up)	
Saturday Full Day (9 Hours)	\$990.00 (Base Rate \$1,100.00)
½ Day (5 Hours or Less)	\$540.00 (Base Rate \$600.00)
Each Additional Hour	\$100.00
*This hourly fee excludes the regularly schedule practice times for the US Swim Team: Fridays until 7:30pm and Saturdays until 9:30am	
Labor:	Hourly Rate.
	Front Desk Supervisor/Manager \$15.00 @ hr.
	Custodian \$12.00 @ hr.
	Head Lifeguard \$9.50 @ hr.
	Lifeguard \$8.50 @ hr.

Insurance: Proof of Team Liability Insurance Required

Concession: Provided by Keller ISD Natatorium

Heat Sheet Fee: As Produced by KISD = .02 Cents Per Side (Cost assessed at end of meet.)  
Heat Sheet Sales/Profits: Keller USA Swim Team Exclusive Rights  
Printing Cost (Other): .02 Cents Per Side (Cost assessed at end of meet.)

Aquatic Swim Shop: D & J Sports

Equipment Provided by Natatorium: CTS 5000

8 or 10 Lane Cable Harness System  
CT Touch Pads  
Pushbuttons  
Infinity Starter  
House Sound System and Remote Microphone  
Hospitality Set-up  
Tables & Additional Chairs for Officials/Teams (Optional)

Equipment Provided by Keller Swim Team: Computers  
Printers

Equipment Deposit (Refundable): \$1,000.00

Meet Officials and Parent Volunteers Provided by: Keller USA Swim Team

Swim Practice Rental Rate: Keller USA Swim – New Contract Period 1-1-05 to 12-31 06  
 Rental Agreement: Extended Hourly Rate Price Structure Season: Short Course/Long Course (SC/LC)

	<u>New Rate</u>
Contract Amount:	\$32.00 Per/Hour
Per/Week:	\$460.80
Per Monthly:	\$1,843.20
Annual Rent:	\$22,118.40
Hourly Rate Average:	\$32.00
Seasonal Contract Provision:	12 Lanes Short Course 5 Lanes Long Course

Estimated Lane Usage Annually – 8,640 Lanes  
 Lane Availability During HS Swim Meet: 9 Lanes Short Course

Practice Time: Monday through Friday 5:00pm-7:30pm	Saturday 8:00am – 10:00am
2.50 Hours Per Day (Monday – Friday)	2.00Hours Per Day (Saturday)
<u>x 5</u> Days Per Week	<u>x 1</u> Days Per Week
10.00 Hours Per Week	2.00Hours Per Week
<u>x 12</u> Lanes	<u>x 12</u> Lanes
120 Lanes Per Week	24Lanes Per Week
<u>x 4</u> Weeks	<u>x 4</u> Weeks
480.00 Lanes Per/Month	96.00 Lanes Per/Month
<u>x 12</u> Months	<u>x 12</u> Months
5,760 Lanes Annually	1,152 Lanes Annually

5,760  
1,152  
 6,912 Total Lanes Annually  
x 32.00 Hourly Rate  
 \$22,118.40

Pool Closed: 2005

New Years' Day Saturday, January 1, 2005  
 Martin Luther King Day Monday, January 17, 2005  
 Presidents' Day Monday, February 21, 2005  
 Memorial Day Monday, May 30, 2005  
 Independence Day Monday, July 4, 2005  
 Summer Break Sunday, July 31-Sunday, August 7, 2005  
 Labor Day Monday, September 5, 2005  
 Thanksgiving Break Thursday, November 24  
 -Sunday, November 27, 2005  
 Winter Break Thursday, December 22  
 - Monday, December 26, 2005

Pool Closed: 2006

New Years' Day Sunday, January 1, 2006  
 Martin Luther King Day Monday, January 16, 2006  
 President's Day Monday, February 20, 2006  
 Memorial Day Monday, May 29, 2006  
 Independence Day Tuesday, July 4, 2006  
 Summer Break Sunday, July 30-Sunday, August 6, 2006  
 Labor Day Monday, September 4, 2006  
 Thanksgiving Break Thursday, November 23  
 -Sunday, November 26, 2006  
 Winter Break Thursday, December 22  
 -Tuesday, December 26, 2006

Any other activities not mentioned in this agreed contract period or contract amount must have KISD approval prior to use and will be charged at the prevailing KISD Natatorium rates.

The party who signs this contract as representative of the requesting organization agrees that the organization will underwrite any damage due to the use of the premises by the organization and that the activities that will be conducted on the premises are lawful and in accordance with state and federal law as it pertains to conduct on school district facilities in the State of Texas.

## II. PROHIBITED PRACTICES

The following matters are to be considered as prohibited practices and are not to be indulged in by the requesting organization:

1. **Use of intoxicants and/or tobacco products** is a violation of State Law;
2. **No firearms are allowed in the Natatorium** as provided by Texas State Law;
3. **No signs, posters or billboards will be posted** on walls, stands, or allowed in the KISD Natatorium;
4. **No additions to, or changes of, existing facilities** shall be made without the written approval of Keller ISD;

5. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **Use of the facility without** the full-time presence of a **custodian** is prohibited. Custodians are to be on duty during the full range of activities. They cannot open the facility, leave the premises and return later to clean;
8. **No entertainment** may be provided that may be **detrimental to community welfare**, in violation of the code of conduct allowed by Keller ISD or destructive to the buildings, fixtures or furniture; and
9. **No meeting** will be held in the school building **for the purpose of advancing any doctrine subversive to the Constitution** and laws of the State of Texas, or the United States of America.
10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.

### III. AGREEMENT

I assume, for **Rizo & Associates, Inc.**, all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **Rizo & Associates, Inc.**, will pay for additional cleaning and/or repairs.

The “**NO SMOKING**” regulations will be observed in all School District facilities. Furthermore, I am aware that arrangements for the use of equipment such as PA systems, timing systems, etc., must be made with the staff in writing.

Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing. If this agreement is terminated early, then **Rizo & Associates, Inc.** shall be entitled to a prorate reimbursement for the unused portion of the payment made in advance.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: Rizo Associates, Inc.  
date: \_\_\_\_\_

for: Keller ISD  
date: \_\_\_\_\_

by: \_\_\_\_\_  
Andre Rizo  
Owner/Director Keller US Swim Team

by: \_\_\_\_\_  
Lee Feris  
Keller ISD Natatorium Manager

Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

by: \_\_\_\_\_  
Kent Morrison  
Assistant Superintendent for Finance