



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

2F. Action

Date: April 25, 2005

SUBJECT: NATATORIUM USE CONTRACTS

BOARD GOAL: Budget & Finance

FISCAL NOTE: Revenues Generated Through Sales/Fees/Rental

Background Information:

- Each contract was presented for preview on April 11, 2005.

Birdville Area Special Olympics Team Sports

- The program is under direction and leadership of Tracey Hawes.
- Birdville Area Special Olympics Team Sports will provide opportunities for children of special needs to experience the benefits of individual teamwork and good sportsmanship.
- The contract with Birdville Area Special Olympics Team Sports will provide an environment for children with special needs to come to practice and be a part of an exciting and innovative team.

DFW Summer League

- The DFW Summer League is under administrative direction of Andre Rizo and Rizo & Associates, Inc.
- The DFW Summer League provides opportunities for children to experience the benefits of teamwork and good sportsmanship while creating a successful team.
- Through the DFW Summer League Program, the Keller Shark Team will provide a fun environment for children to come to practice every day and be a part of an exciting team.

Texas Amateur Athletic Federation (TAAF) Trophy Club Swim Team

- The Texas Amateur Athletic Federation (TAAF) Trophy Club Swim Team is under direction of Head Coach Steve Melborne.
- The TAAF Trophy Club Swim Team provides opportunities for children and teens to experience the benefits of teamwork and good sportsmanship while creating a successful team.
- In partnership with the TAAF Trophy Club Swim Team, KISD Natatorium is proud to partner and provide a fun environment for children to come to practice every day and be a part of an exciting summer league swim team.

Administrative Considerations:

Birdville Area Special Olympics Team Sports

- The focus of the KISD Natatorium has been one of providing programs and activities in aquatics for children of all ages.
- The Birdville Area Special Olympics Team Sports is based in the metropolitan area.
- The Birdville Area Special Olympics Team Sports first day of practice will be Monday, June 6, 2005.

DFW Summer League

- The focus of the KISD Natatorium has been one of providing programs and activities in aquatics for children of all ages.
- The DFW Summer League is in its third season with Keller ISD Natatorium and the City of Keller.
- The Keller Shark Summer League Swim Team will begin its first day of practice Tuesday, May 31, 2005.

Texas Amateur Athletic Federation (TAAF) Trophy Club Swim Team

- The focus of the KISD Natatorium has been one of providing programs and activities in aquatics for children and teens of all ages.
- The TAAF Trophy Club Swim Team is in its third summer season with the Keller ISD Natatorium.
- The TAAF Trophy Club Swim Team will begin its first day of pre-summer practice Monday, May 16, 2005.

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The administration recommends that the Board of Trustees approve the Natatorium use contracts 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, **Birdville Area Special Olympics Team Sports** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Monday, June 6 through October 12, 2005 for the purpose of conducting swim practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by **Birdville Area Special Olympics Team Sports**. 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 **Birdville Area Special Olympics Team Sports**. at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Birdville Area Special Olympics Team Sports shall make payment of: \$918.00

Director & Head Coach: Tracey Hawes

Lane Rental: 4 Lanes

Time of Rental: 7:30pm to 8:45pm

Days of Week: Monday & Wednesday Evening

Normal Fee Per/Lane for 1.25 Hours: \$7.50 (10% Special Needs Discount: - \$.75)

Invoice Rate: \$6.75 Per/Lane x 4 Lanes = \$27.00 x 34 Days = \$918.00

Terms: Swim Coaches & Sponsors provided by Birdville Area Special Olympics Team Sports

Insurance: Proof of Liability Insurance Required During Term of Contract

Monday, June 6, 2005	7:30pm-8:45pm
Wednesday, June 8, 2005	7:30pm-8:45pm
Monday, June 13, 2005	7:30pm-8:45pm
Wednesday, June 15, 2005	7:30pm-8:45pm

Monday, June 20, 2005	7:30pm-8:45pm
Wednesday, June 22, 2005	7:30pm-8:45pm
Monday, June 27, 2005	7:30pm-8:45pm
Wednesday, June 29, 2005	7:30pm-8:45pm
Monday, July 4, 2005	Pool Closed
Wednesday, July 6, 2005	7:30pm-8:45pm
Monday, July 11, 2005	7:30pm-8:45pm
Wednesday, July 13, 2005	7:30pm-8:45pm
Monday, July 18, 2005	7:30pm-8:45pm
Wednesday, July 20, 2005	7:30pm-8:45pm
Monday, July 25, 2005	7:30pm-8:45pm
Wednesday, July 27, 2005	7:30pm-8:45pm
Monday, August 1, 2005	Fall Maintenance - Pool Closed
Wednesday, August 3, 2005	Fall Maintenance - Pool Closed
Monday, August 8, 2005	7:30pm-8:45pm
Wednesday, August 10, 2005	7:30pm-8:45pm
Monday, August 15, 2005	7:30pm-8:45pm
Wednesday, August 17, 2005	7:30pm-8:45pm
Monday, August 22, 2005	7:30pm-8:45pm
Wednesday, August 24, 2005	7:30pm-8:45pm
Monday, August 29, 2005	7:30pm-8:45pm
Wednesday, August 31, 2005	7:30pm-8:45pm
Monday, September 5, 2005	Labor Day - Pool Closed
Wednesday, September 7, 2005	7:30pm-8:45pm
Monday, September 12, 2005	7:30pm-8:45pm
Wednesday, September 14, 2005	7:30pm-8:45pm
Monday, September 19, 2005	7:30pm-8:45pm
Wednesday, September 21, 2005	7:30pm-8:45pm
Monday, September 26, 2005	7:30pm-8:45pm
Wednesday, September 28, 2005	7:30pm-8:45pm
Monday, October 3, 2005	7:30pm-8:45pm
Wednesday, October 5, 2005	7:30pm-8:45pm
Monday, October 10, 2005	7:30pm-8:45pm
Wednesday, October 12, 2005	7:30pm-8:45pm

Invoice Dates: Thursday, July 28, 2005
Thursday, October 13, 2005

Invoice for June/July 2005
Invoice for August/
September/October 2005

Payment to: KISD Natatorium

Addressed to: Lee Feris
KISD Natatorium Manager
350 Keller Parkway
Keller, Texas 76248

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 **detimental 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 **Birdville Area Special Olympics Team Sports** 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 **Birdville Area Special Olympics Team Sports** 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 **Birdville Area Special Olympics Team Sports** 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: Birdville Area Special Olympics Team Sports
date: _____

for: Keller ISD
date: _____

by: _____
Tracey Hawes
Director

by: _____
Lee Feris
Keller ISD Natatorium Manager

Address: 308 Crites
Richland Hills, Texas 76118
Phone: 817-798-5488

by: _____
Kent Morrison
Assistant Superintendent for Finance

**KELLER INDEPENDENT SCHOOL DISTRICT
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Andre Rizo & Associates, Inc.** has requested and received permission from the Keller Independent School District to organize, conduct and promote a summer league community swim team at the KISD Natatorium from Tuesday, May 31 to Saturday, July 16, 2005. Proof of Liability Insurance with Keller ISD as a named insured will be provided by **Andre 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 **Andre Rizo & Associates, Inc.**, at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Andre Rizo & Associates, Inc. shall make payment as follows:

Contract Period: Tuesday, May 31 - Saturday, July 16, 2005 (7 Weeks Total)

Contract Amount: KISD Natatorium will receive: 30% of Total Revenue

Andre Rizo & Associates, Inc. to receive: 70% of Total Revenue
Minus Time2 On-Line Registration Fee/Credit Card Surcharge
Payable to KISD Natatorium

Summer League Team: Association of Swim Teams - DFW Summer League
The Keller Sharks

Lane Rental: 4 Practice Lanes

Day(s) of Rent: Monday through Friday

Time of Day: 10:00am-11:00am

Summer Meets: Swim Meet Monday, June 13 8:00am-12:00pm
DFW Championship Swim Meet Saturday, July 16
8:00am- 2:00pm
Sunday, July 17 12:00pm- 4:00pm

Registration Fee Per Participant: \$100.00 Per/Person
Payable to KISD Natatorium

Terms: Certified Swim Coaches provided by Rizo & Associates, Inc.

Insurance: Proof of Liability Insurance Required During Term of Contract

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 **Andre 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 **Andre 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 Andre Rizo & Associates, Inc. shall be entitled to a prorated 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: Andre 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: P.O. Box 3342
Arlington, Texas 76007

by: _____
Kent Morrison
Assistant Superintendent for Finance

**KELLER INDEPENDENT SCHOOL DISTRICT
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **TAAF Trophy Club Swim Team** has requested and received permission from the Keller Independent School District to organize, conduct and promote a summer league community swim team at the KISD Natatorium from Monday, May 16 to Friday, May 27, 2005. Proof of Liability Insurance with Keller ISD as a named insured will be provided by **TAAF Trophy Club Swim Team**. 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 **TAAF Trophy Club Swim Team**, at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

TAAF Trophy Club Swim Team shall make payment as follows: \$648.00

TAAF Trophy Club

Head Coach: Steve Melborne

Contract Amount: \$648.00

Rate Per/Lane: \$6.00 Short Course

Contract Period: May 16, 2005 – Friday, May 27, 2005
2 Weeks/Monday, Wednesday & Friday

Invoice to TAAF Trophy Club Summer League Swim Team: Tuesday, May 31, 2005

TAAF Swim Team (10 & Under) 5:00pm-6:00pm	TAAF Swim Team (11 & 12 Yr) 6:00pm-7:30pm	TAAF Swim Team (13 & Older) 7:30pm-8:30pm
1.00 Hours Per Day	1.50 Hours Per Day	1.00 Hours Per Day
<u>x 3</u> Days Per Week	<u>x 3</u> Days Per Week	<u>x 3</u> Days Per Week
3.00 Hours Per Week	4.50 Hours Per Week	3.00 Hours Per Week
<u>x 4</u> Lanes	<u>x 4</u> Lanes	<u>x 8</u> Lanes
12.00 Lanes Per Week	18.00 Lanes Per Week	24.00 Lanes Per Week
<u>x 2</u> Weeks	<u>x 2</u> Weeks	<u>x 2</u> Weeks
24.00 Total Lanes	36.00 Total Lanes	48.00 Total Lanes
<u>x \$6.00</u> Rate Per Lane	<u>x \$6.00</u> Rate Per Lane	<u>x \$6.00</u> Rate Per Lane
\$144.00	\$216.00	\$288.00

\$144.00
\$216.00
\$288.00
\$648.00 Total Due

Payable To: Attention: Lee Feris
Keller ISD Natatorium
1000 Bear Creek Parkway
Keller, Texas 76248

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 **TAAF Trophy Club Swim Team** 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 **TAAF Trophy Club Swim Team** 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 Trophy Club Swim Team shall be entitled to a prorated 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: TAAF Trophy Club Swim Team

date: _____

by: _____

Steve Melborne
Head Coach

Date: _____

Address: P.O. Box 3342
Arlington, Texas 76007

for: Keller ISD

date: _____

by: _____

Lee Feris
Keller ISD Natatorium Manager

by: _____

Kent Morrison
Assistant Superintendent for Finance